

**ENTERED**

July 22, 2021

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
VICTORIA DIVISION**

IN RE:	§	
	§	
TEXAS TAXI, INC., et al.	§	<b>Case No. 21-60065</b>
	§	
Debtors. <sup>1</sup>	§	<b>Jointly Administered</b>

**ORDER (I)(A) APPROVING AUCTION AND BIDDING PROCEDURES;  
 (B) APPROVING BID PROTECTIONS FOR PROPOSED PURCHASER;  
 (C) SCHEDULING AUCTION AND SALE HEARING; (D) APPROVING THE FORM  
 AND MANNER OF SERVICE OF NOTICE OF ASSUMPTION AND ASSIGNMENT OF  
 CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND  
 (E) GRANTING RELATED RELIEF; AND (II) (A) APPROVING PURCHASE  
 AGREEMENT; (B) AUTHORIZING SALE FREE AND CLEAR OF ALL LIENS,  
 CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, (C) APPROVING FORM  
 AND MANNER OF SERVICE OF NOTICE OF SALE HEARING; AND  
(D) GRANTING RELATED RELIEF**

[Relates to ECF # 4]

The Court considered the Emergency Motion,<sup>2</sup> pursuant to Bankruptcy Code Sections 105(a); 363; and 365, and Bankruptcy Rules 2002, 6004, and 6006 for Entry of: (I) an Order: (A) Approving Auction and Bidding Procedures; (B) Approving Bid Protections for Proposed Purchaser; (C) Scheduling Auction and Sale Hearing; (D) Approving the Form and Manner of Service of Notice of Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (E) Granting Related Relief; and (II) An Order: (A) Approving Purchase Agreement; (B) Authorizing Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests; (C) Approving Form

<sup>1</sup> The debtors in these cases (the “*Bankruptcy Cases*”), along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Texas Taxi, Inc. (#2786) (“*TTI*”), Fiesta Cab Company (#2084) (“*FCC*”), Greater Austin Transportation Company (#1038) (“*GATC*”), Greater Houston Transportation Company (#1348) (“*GHTC*”), and Greater San Antonio Transportation Company (#9823) (“*GSATC*”).

<sup>2</sup> All Capitalized terms not defined herein shall have the meaning ascribed to them in the Motion.

and Manner of Service of Notice of Sale Hearing; and (D) Granting Related Relief (the “***Motion***”) filed by the Debtors in the above-captioned case. The Court having reviewed the Motion and any objections thereto; and based on the matters reflected in the record of the hearing held on the Motion; it appearing that the Court has jurisdiction to consider the matter pursuant to 28 U.S.C. § 1334; that this is a core proceeding pursuant to 28 U.S.C. § 157(b); that notice of the Motion was sufficient; and it appearing that the relief requested is in the best interests of the Debtors, their estates, creditors, and other parties in interest, and that good cause has been shown therefore, finds that the Motion should be GRANTED.

**IT IS HEREBY ORDERED THAT:**

1. Sale Hearing. If no Auction is held, the Sale Hearing shall commence on **August 5, 2021 at 3:00 p.m.** (Central Standard Time) before the Honorable Christopher M. Lopez, United States Bankruptcy Judge. The hearing will be held by audio and video. The Dial-In Telephone Number is (832) 917-1510. Judge Lopez’s conference room number is 590153. Video participation: <https://gotomeet.me/JudgeLopez>.

2. Objection Deadline. Objections, if any, to the approval of the sale of the Assets to the Prevailing Bidder (the “***Sale Motion***”), other than an objection to the proposed assumption and assignment of the Designated Agreements or to any proposed Cure Costs, including, but not limited to, the sale of the Assets free and clear of Claims pursuant to 11 U.S.C. § 363(f) shall be (a) be in writing; (b) clearly specify the grounds for the objection; (c) conform to the Bankruptcy Rules and the Local Rules; and (d) be filed with the Court and served so as to be received by the following parties by email (collectively, the “***Objection Notice Parties***”) by no later than 4:00 p.m. (Central Standard Time) two (2) days before the Sale Hearing (the “***Objection Deadline***”): (1) counsel for

the Debtors, Fuqua & Associates, P.C., attention: Richard L. Fuqua (email: [RLFuqua@FuquaLegal.com](mailto:RLFuqua@FuquaLegal.com)); (2) counsel for Notre Capital (“**DIP Lender**”), Jackson Walker, L.L.P., attention: Bruce J. Ruzinsky (email: [bruzinsky@jwlaw.com](mailto:bruzinsky@jwlaw.com)); (3) counsel for the Official Committee of Unsecured Creditors (the “**Committee**”), if any; (4) Office of the U.S. Trustee for the Southern District of Texas, attention: Ha Minh Nguyen (email: [ha.nguyen@usdoj.gov](mailto:ha.nguyen@usdoj.gov)); and (5) counsel for Proposed Purchaser, Jones Murray & Beatty, LLP, attention: Erin Jones (email: [erin@jmbllp.com](mailto:erin@jmbllp.com)).

3. Notice of Proposed Sale. Within one (1) business day of the entry of this order, the Debtor will serve by first class mail the Notice of the Proposed Sale, attached hereto as **Exhibit B**, containing the date of the Auction and Sale Hearing to: (i) all potential purchasers previously identified or solicited by the Debtor; (ii) all other potentially interested parties identified by the Debtor (collectively, with the parties identified in (i) above, (the “**Potential Purchasers**”); (iii) the Office of the United States Trustee; (iv) all parties who are known to possess or assert a lien, claim, encumbrance or interest in or upon any of the Assets (as defined in the Offers); (v) all applicable United States, state and local regulatory or taxing authorities, recording offices or any governmental entity which have a reasonably known interest in the relief requested; and (vi) all parties on the most current master service list filed in this case.

4. Bidding Procedures. The Bidding Procedures, attached hereto as **Exhibit A**, are hereby authorized and approved in their entirety.<sup>3</sup> The Bidding Procedures shall be binding on all parties as if fully set forth herein. Each person or entity who submits a Qualified Bid shall be

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<sup>3</sup> To the extent anything in this Order or the Motion conflicts with or is inconsistent with the Bidding Procedures, the Bidding Procedures shall control.

deemed to have read and understood the terms and conditions of the Bidding Procedures and shall comply with and be bound by the Bidding Procedures. The Bidding Procedures shall govern the submission, receipt, and analysis of all Bids relating to the proposed Sale of the Assets. Any party desiring to bid on the Assets shall comply with the Bidding Procedures and this Order. The Debtors are authorized to take any and all actions necessary to implement the Bidding Procedures. Pursuant to the Bidding Procedures, and subject to the final determination of this Court, the Debtors are authorized to determine, in their business judgment, the highest or otherwise best Bid and the Prevailing Bidder and Backup Bidder.

5. The Auction. If more than one Qualified Bid has been submitted for the Assets in accordance with these Bidding Procedures, the Debtor will conduct the Auction on **August 3, 2021 at 11:00 a.m., Central Standard Time**, with respect to such Qualified Bids in order to determine the highest and best Bid (the “**Prevailing Bid**”) to submit for approval by the Bankruptcy Court at the Sale Hearing. The Auction shall be organized and conducted by the Debtors at the offices of Fuqua & Associates, P.C., 8558 Katy Freeway, Suite 119, Houston, TX 77024, or such other location as may be announced prior to the Auction to all Qualified Bidders, the DIP Lender, the U.S. Trustee, and the Committee.

6. Bid Protections. The Proposed Purchaser Bid Protections are approved as set forth in the Proposed Purchaser APA (as that term is defined in the Bidding Procedures) and summarized as follows:

- a. In the event that the Debtors consummate an Alternative Transaction (as defined in the Proposed Purchaser APA), the Proposed Purchaser shall be entitled to and the Debtors are authorized to:

- i. Return any Deposit tendered with the Proposed Purchaser APA, subject to the terms provided in the Bidding Procedures with regard to return of the deposits of Qualified Bidders;
- ii. Pay the Proposed Purchaser, as a Chapter 11 administrative expense, the Break-Up Fee and Expense Reimbursement (as defined in the Proposed Purchaser APA) with respect to “stalking horse” protection including a break-up fee in the amount of \$150,000 together reimbursement for expenses incurred by the “stalking horse” bidder during its due diligence investigation and its submission of a Qualifying Bid.

7. The Assumption and Assignment Procedures set forth in the Motion are hereby approved. As soon as practicable after the entry of this Bidding Procedures Order, the Debtor shall serve the Assumption and Assignment Notice.

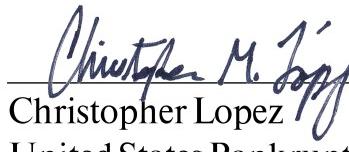
8. The Debtors are authorized to take all actions necessary and appropriate to implement and effectuate the relief granted pursuant to this Order in accordance with the Motion and, except as expressly prohibited herein, to expend such sums of money and do other things as may be necessary and appropriate to comply with the requirements established by the Bidding Procedures and this Order.

9. The Debtors shall file the proposed Sale Order Approving the Sale to the Successful Bidder at least two days (2) prior to the Sale Hearing, or as soon as practicable after the conclusion of any Auction.

10. The Court shall retain jurisdiction to hear and determine all matters from or relating to the implementation of this Order.

11. Notwithstanding Federal Bankruptcy Rule 6004(g), this Order shall be effective and enforceable immediately upon entry.

Signed: July 22, 2021

  
Christopher Lopez  
United States Bankruptcy Judge

**Exhibit A**

**BIDDING PROCEDURES**

**Participation Requirements and Due Diligence**

1. In order to participate in the bidding process, the Auction, or otherwise be considered for any purpose hereunder, a person interested in purchasing the Assets (a “**Potential Bidder**”) must first deliver the following materials to the Debtors and their counsel:
  - a) An executed confidentiality agreement in form and substance satisfactory to the Debtors and their counsel (the “**Confidentiality Agreement**”). Without limiting the foregoing sentence, the Confidentiality Agreement will provide that all non-public information about the Debtors received by a Potential Bidder, or if the Bidder is qualified, a Qualified Bidder (as defined below), will be kept strictly confidential and used only in connection with analyzing a transaction for the purchase of the Assets. The Confidentiality Agreement also will provide that the Debtors and their advisors will have access to information provided about a Potential Bidder by the Potential Bidder and that any confidential information received from a Potential Bidder will be qualified as a Qualified Bidder and a potential transaction for the Assets.
  - b) Written evidence that enables the Debtors and their advisors determine, in their sole discretion, whether the Potential Bidder has the financial and other ability to close the contemplated sale transaction and provide adequate assurance of future performance under all contracts to be assumed and assigned in connections therewith.
  - c) The Debtors shall provide these Bidding Procedures, together with a Microsoft Word copy of the Proposed Purchaser APA (as defined herein) (the “**APA**”), to each Potential Bidder. All Potential Bidders, whether deemed Qualified Bidders, (as defined below) or not, consent to the jurisdiction of this Bankruptcy Court to determine matters concerning the sale, their Bid and otherwise with respect to the process and waive any right to any other venue.
2. Any Potential Bidder wishing to conduct due diligence concerning a prospective acquisition transaction of the Assets shall be granted access to all relevant information regarding the Assets and the related business of each of the Debtors reasonably necessary to enable a Potential Bidder to evaluate the Assets and the prospective transaction. The Debtors shall make such access available to Potential Bidders during normal business hours as soon as reasonably practicable following execution of the Confidentiality Agreement. Potential Bidders interested in conducting due diligence should contact John Bouloubasis, 9600 U-35, San Antonio, TX 78233, [johnb@yellowcabsa.com](mailto:johnb@yellowcabsa.com), (210) 650-8666. Notwithstanding the foregoing, the Debtors are not required to provide confidential or proprietary information to any person if the Debtors believe that such disclosure would be detrimental to the interests of the Debtors’ estates. All due diligence must be completed before the Bid Deadline (as defined below) unless the Debtors in their sole discretion agree otherwise. No condition(s) allowing or regarding further due diligence will be accepted or authorized after the Bid Deadline. Potential Bidders are required to exercise their own discretion before relying on any information regarding the Assets provided by the Debtors. Neither the Debtors nor their representatives are responsible for, and will bear no liability with respect to, any information obtained by Potential Bidders pursuant hereto.

3. The Debtors shall: (i) receive and evaluate any Bids (as defined below) from Potential Bidders; (ii) request information from Potential Bidders, engage in discussions with Potential Bidders, and take such other actions to determine whether any Bid constitutes or could lead to a Qualified Bid (as defined below); and (iii) take any other actions contemplated under these Bidding Procedures.

**Submission of Bids**

1. Any Qualified Bidder interested in purchasing the Assets must submit a proposal to purchase substantially all of the Debtors' assets (a "*Bid*") prior to **4:00 p.m. Central Standard Time on July 28, 2021** (the "*Bid Deadline*").

2. For the avoidance of doubt, the asset purchase agreements (together the "*Proposed Purchaser APA*"), attached hereto as *Exhibit "I"* (Houston Assets), *Exhibit "2"* (Austin Assets), and *Exhibit "3"* (San Antonio Assets), respectively, by and between the Debtors and WHC HTX LLC (Houston Assets); WHC ATX LLC (Austin Assets), and WHC STX LLC (San Antonio Assets) (together the "*Proposed Purchaser*"), shall deemed to be a Qualified Bid and the Proposed Purchaser shall be a Qualified Bidder.

3. Consistent with these Bidding Procedures, the Debtors and their advisors will determine if a Bid is a Qualified Bid based on the requirements herein. A Potential Bidder will be deemed to be a "*Qualified Bidder*" if the Debtors, consistent with these Bidding Procedures and in their sole discretion, determine that such Potential Bidder submitted a Qualified Bid.

4. A Bid will be considered a "*Qualified Bid*" only if the Bid fulfills the following requirements on or prior to the Bid Deadline (capitalized terms used in this section are defined later in the Bidding Procedures):

a) Provides that the Potential Bidder's Bid shall remain open and irrevocable until the earlier of (x) thirty (30) days following the date of entry of an order by the Bankruptcy Court, in a form agreed to by the Prevailing Bidder and the Debtors, that approves the sale of the Assets (the "*Prevailing Bidder Sale Order*"); or (y) the date of the closing of the sale of the Assets pursuant to the Prevailing Bidder Sale Order (the "*Bid Expiration Date*");

b) Provides that the Qualified Bidder is obligated to perform as a Back-Up Bidder as defined below) in the event such Qualified Bidder is not the Prevailing Bidder; provided however, that the Debtors may designate a "*Qualified Bid*" comprised of more than one Bid that in the aggregate with other Bids (that, except for this paragraph 4(b) meet the requirements of a Qualified Bid), yields a minimum purchase price as provided in this paragraph 4(b), to be a Back-Up Bidder;

c) Is made by a person or entity that demonstrates evidence of fully committed and firm financing for each component of debt or equity in support of such Bid and other ability to consummate the proposed transaction, in each case acceptable to the Debtors in their sole discretion;

d) Provides that the purchase price will be for a purchase price greater than : i) the Closing Purchase Price in the amount of \$1,720,000 paid in cash; ii) the Post-Closing Purchase Price in an amount calculated as 5% times Base Gross Revenue for the 12-month period immediately preceding (1) the first anniversary date, with respect to the first Post-Closing Purchase Price

Payment, and (2) the second anniversary date, with respect to the second Post-Closing Purchase Price Payment; and iii) the assumption of Driver Deposits under Section 1.3 of the Proposed Purchaser APA (the Capitalized terms referenced in this subparagraph (d) shall have the meaning ascribed to them in the Proposed Purchaser APA referenced in Debtors' Emergency Motion for Entry of An Order Approving Auction and Bidding Procedures, *et al.*) and paid in cash, cash equivalents, or such other consideration acceptable to the Debtors; provided, however, that the Debtors may consider as a "***Qualified Bid***," more than one Bid that in the aggregate with other Bids (that, except for this paragraph 6(d) meet the requirements of a Qualified Bid), yields a minimum purchase price as provided in this paragraph 6(d);

- e) Provides by wire transfer or immediately available funds to the Debtors or an appropriate escrow agent before the Bid Deadline of an earnest money deposit equal to the greater of (X) 10% of the dollar amount of the purchase price of such Bid; or (Y) 10% of the value of such Bid, (the "***Deposit***");
- f) Provides evidence satisfactory to the Debtors that the Qualified Bidder is reasonably likely to obtain prompt regulatory approval, if any is required, to purchase the Assets; and
- g) Is submitted in the form of a clean APA and a redline of the APA showing a comparison to the Proposed Purchaser APA, that :
  - i. Identifies the Potential Bidder any members of its investor group, if applicable;
  - ii. Identifies what Assets the Potential Bidder seeks to purchase, including an allocation of the purchase price by locale for any Bid to acquire less than all of the Assets of the Debtor;
  - iii. Is not subject to conditions, representations or terms that the Debtors determine to be unacceptable;
  - iv. Except as set forth in the Proposed Purchaser APA, is not conditioned upon the Bankruptcy Court's approval of any Bid protections, such as a break-up fee, termination fee, expense reimbursement, working fee or similar type of payment;
  - v. Does not contain any financing or due diligence contingencies to closing of the proposed transaction unless the Debtors otherwise agree that such contingencies are acceptable;
  - vi. Does not contain any condition to closing of the transaction relating to the receipt of any third-party approvals (excluding required Bankruptcy Court approval and any required governmental and/or regulatory approval);
  - vii. Expressly acknowledges and represents that the Potential Bidder: (A) has had an opportunity to conduct any and all due diligence regarding the Assets and the proposed transaction prior to making its Bid, (B) has relied solely upon its own independent review, investigation and/or inspection of any documents and the Assets in making its Bid or that of any of its legal, financial or other advisors, and (C) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by

operation of law, regarding the business of the Debtors or the Assets or the proposed transaction, or the completeness or accuracy of any information provided in connection therewith, except as expressly stated in the representations and warranties contained in the APA ultimately accepted and executed by the Debtors.

- viii. Identifies each and every executory contract and unexpired lease that the Potential Bidder desires the Debtors to assume and assign to the Potential Bidder at the closing and provides evidence of such Potential Bidder's ability to provide adequate assurance of future performance of such contracts or leases (as required by section 365(f)(2)(B) of the Bankruptcy Code) along with the Bid; and
- ix. Contains other information reasonably requested by the Debtors.

5. A Qualified Bidder that desires to make a Bid must deliver electronic copies of its Bid on or prior to the Bid Deadline to Texas Taxi, attention: John Bouloubasis; email: [johnb@yellowcabsa.com](mailto:johnb@yellowcabsa.com), with copy to counsel for the Debtors, Fuqua & Associates, P.C., attention: Richard L Fuqua; email: [rlfuqua@fuqualegal.com](mailto:rlfuqua@fuqualegal.com).

6. After the Bid Deadline, the Debtors shall determine, in their sole discretion, which Qualified Bid represents the then-highest or otherwise best bid (the "*Initial Highest Bid*" and the entity submitting such Bid, the "*Initial Highest Bidder*"). Prior to or at the start of the Auction, each Qualified Bidder that timely submitted a Qualified Bid will be advised of such Initial Highest Bid and the Debtors shall:  
(a) distribute copies of other Qualified Bids to other Qualified Bidders prior to or during the Auction; or  
(b) proceed with the Auction.

7. If only one timely Qualified Bid (including the Proposed Purchaser's Bid) is received by the Bid Deadline or if the Proposed Purchaser's Bid is determined to be the Initial Highest Bid and there are no other Qualified Bids, the Debtors shall not hold an Auction.

#### **Due Diligence from Potential Bidders or Qualified Bidders**

Each Potential Bidder shall comply with all reasonable requests for additional information by the Debtors or their advisors regarding such Potential Bidder's financial wherewithal to consummate and perform obligations in connection with the acquisition transaction of the Assets. Failure by a Potential Bidder to comply with requests for additional information may be a basis for the Debtors to determine that a Potential Bidder is not a Qualified Bidder. Similarly, each Qualified Bidder shall comply with all reasonable requests for additional information by the Debtors or their advisors regarding such Qualified Bidder's financial wherewithal to consummate and perform obligations in connection with the acquisition transaction of the Assets as the Auction progresses. Failure by a Qualified Bidder to comply with requests for additional information may be a basis for the Debtors to determine that the Qualified Bidder may no longer participate in the Auction.

#### **"As Is, Where Is"**

Except as otherwise provided in the Prevailing Bidder's APA, the sale of the Assets shall be on an "as is, where is" basis and without representations or warranties of any kind, nature or description by the Debtors, their agents or estates or any other party, except to the extent set forth in the APA between the Debtors and the Prevailing Bidder. Except as otherwise provided in the Prevailing Bidder's APA, all

of the Debtors' right, title and interest in and to the Assets shall be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options and interests therein pursuant to section 363(f) of the Bankruptcy Code, such Claims to attach to the net proceeds of the sale of the Assets, with the same validity and priority as existed immediately prior to such sale.

### The Auction

1. If more than one Qualified Bid has been submitted for the Assets in accordance with these Bidding Procedures, the Debtors will conduct the Auction on **August 3, 2021 at 11:00 o'clock a.m., Central Standard Time**, with respect to such Qualified Bids in order to determine the highest and best bid (the "**Prevailing Bid**") to submit for approval by the Bankruptcy Court at the Prevailing Bidder Sale Hearing (as defined below). The Auction shall be organized and conducted by the Debtors at the offices of Fuqua & Associates, LLP, 8558 Katy Freeway, Suite 119, Houston, Texas 77024, or such other location as may be announced prior to the Auction to all Qualified Bidders, the DIP Lender, the U.S. Trustee and the Committee.
2. Only the Proposed Purchaser and the other Qualified Bidders who have made a Qualified Bid shall be entitled to make any subsequent Qualifying Bids at the Auction (the "**Auction Participants**"). At least one representative for each Auction Participant (as defined below) with written proof of authority to bind such Auction Participant is required to attend the Auction in person. While only the Auction Participants may make Qualified Bids at the Auction, the Auction may be attended and viewed also by the Debtors and their respective counsel, and financial advisors.
3. The Debtors are authorized to conduct the Auction in a manner that is consistent with these Bidding Procedures in accordance with such procedures and requirements as may be established at the discretion of the Debtors and their counsel which may include, at any time, (a) the determination of the amount of time between Qualified Bids, (b) whether to adjourn the Auction at any time, and (c) the conducting of single or multiple rounds of open or sealed bidding with notice only to the parties entitled to attend the Auction, and to declare that the Auction has ended when no further Bids are timely made or otherwise.
4. The first Qualified Bid at the Auction shall be deemed to have been made by the Initial Highest Bidder in the amount of the Initial Highest Bid. The next Qualified Bid at the Auction shall be an amount equal to or greater than the Initial Highest Bid plus the Minimum Bid Increment (as defined below). Thereafter, the Auction will continue in the manner determined by the Debtors in the preceding paragraph; provided, however, (i) additional Bids must be Qualified Bids (except that subsequent Qualified Bids made at the Auction, although received from a Qualified Bidder that made a Qualified Bid prior to the Bid Deadline, need not be received by the Bid Deadline), and (ii) the first Qualified Overbid shall be in the amount of at least \$200,000 in cash; thereafter, any Qualified Overbid shall be in the amount of at least \$50,000 in cash (the "**Minimum Bid Increment**"). The Debtors shall determine, in their discretion, whether a Qualified Bid by a Qualified Bidder at the Auction matches or is higher and better than the prior Qualified Bid.
5. The Proposed Purchaser shall be entitled to submit successive Qualified Bids or overbids at the Auction and, in calculating the amount of the Proposed Purchaser's overbid, the Proposed Purchaser shall be entitled to a credit in the amount of the Break-Up Fee and Expense Reimbursement (both as defined in the Proposed Purchaser's APA, and collectively, the "**Bid**

***Protections***"). For example, if at the Auction a subsequent Qualified Bid submitted by the Proposed Purchaser is the Prevailing Bid (over another Qualified Bid that was submitted), then the purchase price that must be paid by the Proposed Purchaser pursuant to such Prevailing Bid shall be reduced by the amount of the Bid Protections.

6. At the conclusion of each round of bidding, Auction Participants will be informed of the terms of the highest and best previous Bid.
7. The Auction shall be transcribed by a court reporter.
8. At the conclusion of the Auction: (i) the Debtors shall, in their sole discretion but in consultation with the DIP Lender and the Committee, select (X) the Prevailing Bid and (Y) the second highest or best offer for the Assets (the "***Back-Up Bid***"); (ii) the Debtors shall notify the Prevailing Bidder that such person's offer has been determined by the Debtors to be the Prevailing Bid and will be contingent only on Bankruptcy Court approval, and shall notify the person that made the Back-Up Bid (the "***Back-Up Bidder***") that such person's offer has been determined by the Debtors to be a Back-Up Bid and will be contingent only on the failure of the Prevailing Bid to close as forth below and Bankruptcy Court approval; and (iii) the Debtors shall file a notice with the Bankruptcy Court announcing the Prevailing Bidder. Prior to the commencement of the Prevailing Bidder Sale Hearing, the Prevailing Bidder shall complete and sign all agreements and documents as necessary to bind the Prevailing Bidder to all of the terms and conditions contemplated by the Prevailing Bid.
9. The Deposit of the Prevailing Bidder or the Back-Up Bidder, as the case may be, shall be applied by the Debtors against the purchase price to be paid by the Prevailing Bidder or the Back-Up Bidder, as applicable, at the closing of the relevant transaction approved by the Bankruptcy Court. To the extent consistent with the Prevailing Bidder's APA, the Prevailing Bidder's Deposit shall be held by the Debtors and forfeited to the Debtors if the Prevailing Bidder breaches its obligations to close under its APA.
10. The Debtors shall not be deemed to have finally accepted any Qualified Bid unless and until such Qualified Bid and the Debtors' acceptance thereof have been authorized by order of the Bankruptcy Court following the conclusion of the Prevailing Bidder Sale Hearing.

### **Back-Up Bidder**

If for any reason the Prevailing Bidder fails to consummate the acquisition of the Assets in accordance with the Prevailing Bid, and in any event no later than thirty (30) days from the entry of the Prevailing Bidder Sale Order, the Debtors are authorized to proceed with the sale of the Assets to the Back-Up Bidder in accordance with the Back-Up Bid without further order of the Bankruptcy Court. If for any reason the Back-Up Bidder fails to consummate the acquisition of the Assets or in accordance with the Back-Up Bid, the Back-Up Bidder's Deposit shall be forfeited to the Debtors.

### **Return of Deposit(s)**

No later than the third (3<sup>rd</sup>) business day following the entry of the Prevailing Bidder Sale Order, the Debtors shall return to each Qualified Bidder(s), other than the Prevailing Bidder and the Back-Up Bidder, their respective Deposit(s). No later than the third (3<sup>rd</sup>) business day after the closing of the sale of the Assets to the Prevailing Bidder, the Debtors shall return the Back-Up Bidder's Deposit to the

Back-Up Bidder.

**Prevailing Bidder Sale Hearing and Objection Deadline**

1. The sale hearing to consider the relief requested in this Motion and to consider whether to approve the Prevailing Bid and the Back-Up Bid (the “**Prevailing Bidder Sale Hearing**”) shall be held before the Bankruptcy Court on **August 5, 2021 at 3:00 p.m.**, Central Standard Time, at which time the Court will enter the “**Prevailing Bidder Sale Order.**”

2. Objections, if any, to the approval of the sale of Assets to the Prevailing Bidder (the “**Sale Motion**”), other than an objection to the proposed assumption and assignment of the Designated Agreements or to any proposed Cure Costs, including, but not limited to, the sale of the Assets free and clear of Claims pursuant to 11 U.S.C. § 363(f) shall be (a) in writing; (b) clearly specify the grounds for the objection; (c) conform to the Bankruptcy Rules and the Local Rules; and (d) be filed with the Court and served so as to be received by the following parties by email (Collectively, the “**Objection Notice Parties**”) by no later than 4:00 p.m. (Central Standard Time) two (2) days prior to the Prevailing Bidder Sale Hearing (the “**Objection Deadline**”): (1) counsel for the Debtors, Fuqua & Associates, P.C.; attention: Richard L. Fuqua ([rlfuqua@fuqualegal.com](mailto:rlfuqua@fuqualegal.com)); (2) counsel for Notre Capital (“**DIP Lender**”), Jackson Walker; attention : Bruce Ruzinsky (email: [bruzinsky@jw.com](mailto:bruzinsky@jw.com)); (3) counsel for the Official Committee of Unsecured Creditors (the “**Committee**”); if any, (4) Office of the U.S. Trustee for the Southern District of Texas; attention: Ha Minh Nguyen (email: [ha.nguyen@usdoj.gov](mailto:ha.nguyen@usdoj.gov)); and (5) counsel for Proposed Purchaser, Jones Murray & Beatty, LLP, attention: Erin Jones: (email: [erin@jmblp.com](mailto:erin@jmblp.com)).

3. Any person objecting to the Sale Motion that has not filed an objection by the Objection Deadline shall not be heard at the Prevailing Bidder Sale Hearing and shall be barred from objecting to the Sale Motion.

**Modifications**

1. The Debtors, in their sole discretion, may adopt, implement, and/or waive such other, additional or existing procedures or requirements that serves to further an orderly Auction and bid process, including, but not limited to, the imposition of a requirement that all Qualified Bidders submit sealed Qualified Bids during the Auction, all without further notice except to those parties that would be entitled to attend at an Auction or participated in the Auction, as appropriate; provided that any and all such procedures are consistent with the Bidding Procedures.

2. Consistent with these Bidding Procedures, the Debtors, in their sole discretion, may (a) determine which Qualified Bid, if any, is the Prevailing Bid, and (b) reject at any time before entry of the Prevailing Bidder Sale Order approving the Prevailing Bid, any Bid that, in the discretion of the Debtors is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code or the Bidding Procedures, or (iii) contrary to the best interests of the Debtors’ estates and their creditors. At or before the conclusion of the Auction, the Debtors in their sole discretion, may impose such other terms and conditions upon Qualified Bidders as the Debtors determine to be in the best interests of the Debtors’ estates in this case.

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (“Agreement”) is dated as of [REDACTED], 2021, by and among WHC HTX, a Texas limited liability company (“Buyer”), Texas Taxi, Inc., a Texas corporation (“TT”), Greater Houston Transportation Company, a Texas corporation (“GHTC”), Fiesta Cab Company (“FCC”), Yellow Cab Paratransit Services, Inc., a Texas corporation (“YCPs”), Eagle Executive Transportation Services, Inc., a Texas corporation (“EETS”), Eagle WAV, Inc., a Texas corporation (“EW”), Hail A Cab App, Inc., a Texas corporation (“HACA”), and Cab Administrative Services, Inc., a Texas corporation (“CAS”, and together with TT, GHTC, FCC, YCPs, EETS, EW, and HACA, collectively, “Sellers”, and each, a “Seller”). Sellers and Buyer are sometimes referred to collectively herein as the “Parties.”

### RECITALS

**WHEREAS**, Sellers operate a taxicab business in the Houston, Texas area, using the trade names Yellow Cab, Fiesta Cab, Taxis Fiesta, and United Cab (the “Business”);

**WHEREAS**, each of TT, GHTC, and FCC is currently a debtor-in-possession in the jointly administered bankruptcy cases, Case Nos. 21-60064, 21-60065, 21-60066, 21-60067, and 21-60069 (the “Bankruptcy Proceeding”), under Chapter 11 of Title 11 of the United States Code, as amended and the rules and regulations promulgated thereunder (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”); and

**WHEREAS**, the Buyer desires to purchase from each Seller, and each Seller desires to sell to Buyer, certain core assets and properties of the Business, on the terms and subject to the conditions set forth in this Agreement and in accordance with Sections 363(f) and 365 of the Bankruptcy Code.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I PURCHASE AND SALE

**Section 1.1 Purchase and Sale of Assets.** Subject to the terms and conditions set forth herein, each Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from each Seller, all of the Seller’s right, title and interest in the assets used in the Business, including, but not limited to, the following (collectively, “Purchased Assets”), free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance (“Encumbrance”):

(a) With respect to each of GHTC and FCC, all vehicles owned by GHTC and FCC and as identified on the bill of sale, attached hereto as Exhibit C (“Vehicles”);

(b) all machinery, equipment, tools, furniture, office equipment, dispatch equipment, computer hardware, installed vehicle equipment, supplies, materials,

Ex. 1

inventory, and other items of tangible personal property used in the Business of every kind owned or leased by the Seller (wherever located and whether or not carried on the books of the Seller), together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto (“Tangible Personal Property”), including without limitation such Tangible Personal Property listed on Schedule 1.1(a) attached hereto;

(c) all rights and interests of the Seller in the Assumed Contracts (as defined in Section 3.5);

(d) all approvals, consents, licenses, registrations, or permits issued, granted, given or otherwise made available by or under the authority of any governmental body or pursuant to any applicable federal, state, local, municipal, or other law, ordinance, code, regulation, or statute (“Legal Requirements”) relating to the Business and all pending applications therefor or renewals thereof (“Governmental Authorizations”), in each case to the extent transferable to Buyer;

(e) copies of all information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form (“Records”) related to the operations of the Business, including client and customer lists, referral sources, production reports, service and warranty Records, logs, operating guides and manuals, and, subject to applicable Legal Requirements, copies of all personnel Records of Employees (as defined herein); and

(f) All intellectual property owned by the Seller, including without limitation telephone and fax numbers and related listings, domain names, URLs, trademarks and trade names used solely in the operation of the Business, including those described in Schedule 1.1(e) attached hereto.

**Section 1.2 Excluded Assets.** Notwithstanding the foregoing, the Purchased Assets shall not include Sellers’ cash, cash equivalents, accounts receivable for periods prior to Closing, and shares of common stock or any ownership interests in other entities (the “Excluded Assets”). Without limiting the foregoing, shares of common stock held by TT in GHTC, FCC, YCPS, EETS, EW, HACA, and CAS are Excluded Assets.

**Section 1.3 No Assumption of Liabilities.** Other than liabilities for (i) Driver Deposits (as defined below) and (ii) the applicable Seller’s obligations under the Assumed Contracts for periods after the Closing, Buyer shall not assume any liabilities or obligations of any Seller of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created. As used herein, “Driver Deposits” mean GHTC’s and FCC’s driver deposits at the Closing, net of any amount owed by the drivers at the Closing; provided, however, that the aggregate Driver Deposits to be assumed by Buyer under this Agreement and under all Related Agreements (as defined in Section 6.1(b)) shall not exceed \$350,000.

#### Section 1.4 Purchase Price.

(a) The aggregate purchase price (“Purchase Price”) for the Purchased Assets for Sellers will consist of (i) “Closing Purchase Price” (as defined below), which will be payable at Closing by wire transfer of immediately available funds in accordance with wire instructions as provided by Sellers, (ii) “Post-Closing Purchase Price” (as defined below), which will be paid on the first and second anniversary of the Closing, by wire transfer of immediately available funds in accordance with the same wire instructions, and (iii) the assumption of Driver Deposits under Section 1.3.

(b) As used herein, “Closing Purchase Price” means a portion of the \$1,720,000 allocable to the Purchased Assets, among all assets purchased under this Agreement and under the Related Agreements, which allocation shall be effected pursuant to Section 1.5, it being the intent that the aggregated cash purchase price paid by Buyer at Closing under this Agreement and the closing under the Related Agreements will be \$1,720,000.

(c) As used herein, “Post-Closing Purchase Price” means an amount calculated as 5% times Base Gross Revenue for the 12-month period immediately preceding (1) the first anniversary date, with respect to the first Post-Closing Purchase Price payment, and (2) the second anniversary date, with respect to the second Post-Closing Purchase Price payment.

(d) As used herein, “Base Gross Revenue” means all driver lease or owner fees collected by the Buyer and Buyer’s retained spread on revenue contracts, but excluding credit card fees, vehicle loan notes, accident deductibles, voucher shorts, or higher limit insurance fees for contracts, determined consistent with the same methodologies used in the calculations shown on Schedule 1.4 attached hereto.

**Section 1.5 Allocation of Purchase Price.** Prior to Closing, Sellers and Buyer shall reasonably agree in writing with respect to the manner in which the Purchase Price will be allocated among the Purchased Assets for all purposes (including tax and financial accounting). Buyer and Sellers shall file all tax returns (including amended returns and claims for refund) and information reports in a manner consistent with such allocation. Buyer shall be entitled to deduct and withhold from the Purchase Price all taxes that Buyer may be required to deduct and withhold under any applicable tax law. All such withheld amounts shall be treated as delivered to the applicable Seller hereunder.

## **ARTICLE II CLOSING**

**Section 2.1 Closing.** The closing of the transactions contemplated by this Agreement (the “Closing”) shall occur via the e-mail delivery by each party hereto of the documents and other deliverables required by this Agreement, on August 5, 2021, or such other date and place mutually convenient to the parties, after satisfaction of all conditions precedent to closing set forth in this Agreement, provided, however, that if all conditions precedent have occurred, the closing shall be no later than the fifth (5th) business day after satisfaction of all conditions precedent. The date of the closing is referred to herein as the “Closing Date.” The consummation of the transactions contemplated by this Agreement shall be deemed to occur at 12:01 a.m. on the Closing Date.

Section 2.2 **Closing Deliverables.**

- (a) At the Closing, Sellers shall deliver to Buyer the following:
- (i) one or more bills of sale in the form of Exhibit A hereto and duly executed by each Seller, transferring the Purchased Assets to Buyer;
  - (ii) evidence of discharge of all Encumbrances with respect to the Purchased Assets;
  - (iii) an assignment and assumption agreement in the form of Exhibit B hereto (the “Assignment”) and duly executed by each Seller, effecting the assignment to and assumption by Buyer of the Assumed Contracts;
  - (iv) employment offer letter agreements with John Bouloubasis and Mike Spears, in the form reasonably acceptable to Buyer, containing a noncompetition covenant (the “Employment Agreement”);
  - (v) a bill of sale, attached hereto as Exhibit C, duly executed by each of GHTC and FCC, transferring title to the vehicles owned by each said Seller to Silver Lining Motors, LLC, a Missouri limited liability company and an affiliate of Buyer (“SLM”) and such other documentation necessary to transfer title to the Vehicles to SLM;
  - (vi) copies of all documents evidencing Transfer of Licenses (as defined in Section 5.2) and any other Governmental Authorizations necessary to transfer the Purchased Assets and the Business to Buyer;
  - (vii) if required, tax clearance certificates from the taxing authorities in the jurisdictions that impose taxes on each Seller or where each Seller has a duty to file tax returns in connection with the transactions contemplated by this Agreement and evidence of the payment in full or other satisfaction as of the Closing Date of any taxes owed by the Seller in those jurisdictions;
  - (viii) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement;
  - (ix) a certified copy of the Bankruptcy Court order referenced in Section 6.1(a) (“Section 363 Order”); and
  - (x) Certificate executed by an officer of each Seller, certifying that each covenant and agreement of the Seller to be performed prior to or as of the Closing pursuant to this Agreement has been performed and each representation and warranty of the Seller is true and correct on the Closing Date, as if made on and as of the Closing Date.
- (b) At the Closing, Buyer shall deliver to Sellers the following:

- (i) the Closing Purchase Price, allocated to each Seller as directed by Sellers in writing;
- (ii) the Assignment duly executed by Buyer; and
- (iii) Certificate executed by an officer of Buyer, certifying that each covenant and agreement of Buyer to be performed prior to or as of the Closing pursuant to this Agreement has been performed and each representation and warranty of Buyer is true and correct on the Closing Date, as if made on and as of the Closing Date.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLERS**

Each Seller represents and warrants, jointly and severally with other Sellers, to Buyer that the statements contained in this Article III are true and correct as of the date hereof. For purposes of this Article III, “Seller’s knowledge,” “knowledge of Seller” and any similar phrases shall mean that any director, manager, or officer of each Seller either is actually aware of the particular fact or matter or, by virtue of such person’s position with the Seller, reasonably would be expected to be aware of the particular fact or matter.

**Section 3.1 Organization and Authority of Sellers; Enforceability.** Each Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of Texas. The Seller has full corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. Subject to the Section 363 Order, the execution, delivery and performance by the Seller of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of the Seller. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by the Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of the Seller, enforceable against the Seller in accordance with their respective terms.

**Section 3.2 No Conflicts; Consents.** The execution, delivery and performance by each Seller of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws or other organizational documents of the Seller; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Seller, the Purchased Assets, or the Business; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which the Seller is a party or to which any of the Purchased Assets are subject; or (d) result in the creation or imposition of any Encumbrance on the Purchased Assets. Subject to the Section 363 Order, no consent, approval, waiver or authorization is required to be obtained by the Seller from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by the Seller of this Agreement and the consummation of the

transactions contemplated hereby.

**Section 3.3 Title to Purchased Assets.** Each Seller owns and has good title to the Purchased Assets, free and clear of Encumbrances, except for any Encumbrances which will be released and terminated at Closing in accordance with the Section 363 Order. The Seller owns or possesses adequate licenses or other valid rights to all of its intellectual property. The Seller has not granted any license or similar rights in any of its intellectual property to any third party.

**Section 3.4 Condition of Assets.** Each of the Vehicles and Tangible Personal Property is in good condition and are adequate for the uses to which they are being put, and none of such Vehicles or Tangible Personal Property are in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost.

**Section 3.5 Assumed Contracts.** Schedule 3.5 attached hereto includes each contract included in the Purchased Assets assumed by Each Seller pursuant to a final order in the Bankruptcy Proceeding and assigned to and assumed by Buyer (the “Assumed Contracts”). Each Assumed Contract is valid and binding on the Seller in accordance with its terms and is in full force and effect. The Seller is not, and to the Seller’s knowledge, no other party thereto, is in breach of or default under or is alleged to be in breach of or default under, or has provided or received any notice of any intention to terminate, any Assumed Contract. No event or circumstance has occurred that, with or without notice or lapse of time or both, would constitute an event of default under any Assumed Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of benefit thereunder. Complete and correct copies of each Assumed Contract have been made available to Buyer. There are no disputes pending or threatened under any Assumed Contract. Buyer reserves the right to amend or modify Schedule 3.5 in Buyer’s sole and absolute discretion.

**Section 3.6 Non-foreign Status.** No Seller is a “foreign person” as that term is used in Treasury Regulations Section 1.1445-2.

**Section 3.7 Compliance with Laws and Governmental Authorizations.** Except as disclosed in Schedule 3.7 hereto, each Seller is in compliance in all material respects with all applicable Legal Requirements and Governmental Authorizations applicable to the ownership and use of the Purchased Assets, including without limitation environmental and occupational safety and health Legal Requirements, and with respect to the operation of its Business.

**Section 3.8 Legal Proceedings.** Except as disclosed in Schedule 3.8 hereto, there is no claim, action, suit, proceeding or governmental investigation (“Action”) of any nature pending, or, to each Seller’s knowledge, threatened, against or by the Seller (a) relating to or affecting the Business, the Purchased Assets, or the Assumed Contracts; or (b) that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

**Section 3.9 Brokers.** No broker, finder or investment banker is entitled to any brokerage, finder’s or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of any Seller, and Buyer will

not be liable for any of the foregoing.

**Section 3.10 Employees; Independent Contractors.** Each Seller has provided Buyer a complete and accurate list of all Employees, including name; age; job title; date of hiring; current compensation; sick and vacation leave that is accrued but unused; service credited for purposes of vesting and eligibility to participate under any benefit plan; and any applicable employment contract. The Seller is not (i) a party to or otherwise bound by any collective bargaining or other type of union agreement, (ii) a party to, involved in or, to the Seller's knowledge, threatened by, any labor dispute or unfair labor practice charge or (iii) currently negotiating any collective bargaining agreement. The Seller has not experienced any work stoppage within the three (3) year period preceding the Closing. The Seller has previously disclosed all employee benefit plans to Buyer in writing. The Seller and its benefit plans are, and at all times have been, in compliance in all material respects with all applicable Legal Requirements. The Seller has also provided Buyer a complete and accurate list of each independent contractor who provides services to the Seller pursuant to an agreement (such persons, "Independent Contractors", and such agreements, "Independent Contractor Agreements"), which list shall include the name; age; date of engagement, and the material terms of such agreement. Each Independent Contractor Agreement is valid and binding on the Seller in accordance with its terms and is in full force and effect; the Seller is not, and to the Seller's knowledge, no other party thereto, is in breach of or default under or is alleged to be in breach of or default under, or has provided or received any notice of any intention to terminate, any Independent Contractor Agreement; no event or circumstance has occurred that, with or without notice or lapse of time or both, would constitute an event of default under any such agreement or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of benefit thereunder. Complete and correct copies of each Independent Contractor Agreement have been made available to Buyer. There are no disputes pending or threatened under any Independent Contractor Agreement.

**Section 3.11 Taxes.** (a) Each Seller has timely filed all tax returns that it was required to file and, except with respect to federal income tax, has timely paid in full all taxes (including without limitation any ad valorem taxes on the Purchased Assets) that it was required to pay as reflected on such tax returns, (b) there are no Encumbrances for taxes on any of its Purchased Assets, (c) the Seller has not granted any waiver of any statute of limitations with respect to, or any extension of a period for the assessment of, any taxes and (d) there is no action, suit, proceeding, investigation, audit, claim, assessment or judgment now pending against the Seller or relating to the Business or any of its Purchased Assets or Assumed Contracts in respect of any taxes.

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Sellers that the statements contained in this Article IV are true and correct as of the date hereof.

**Section 4.1 Organization and Authority of Buyer; Enforceability.** Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Texas. Buyer has full corporate power and authority to enter into this Agreement and the

documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by each Seller) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

**Section 4.2 No Conflicts; Consents.** The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws or other organizational documents of Buyer; or (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Buyer. No consent, approval, waiver or authorization is required to be obtained by Buyer from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby.

## ARTICLE V COVENANTS

**Section 5.1 Employees.** Immediately before Closing, each Seller will, in full compliance with all applicable Legal Requirements, terminate the employment of all employees of the Seller, as identified in writing by the Seller and delivered to Buyer (“Employees”). Buyer shall have no obligation or liability with respect to the employment or termination by the Seller of any Employees, including any liability or obligation for or with respect to termination, payroll, overtime, accrued benefits, continuing benefits, severance or otherwise. Immediately prior to the Closing Date, the Seller shall pay out and satisfy all Employees’ accrued vacation, sick, holiday or other paid time off. At Closing, Buyer will initially offer employment to Employees on a strictly “at-will” basis. Buyer shall not assume any obligation or liability to any employee under any Legal Requirements (including without limitation FLSA or workers compensation laws for covered injuries or accidents) which occur on or before the Closing Date.

**Section 5.2 Transfer of Licenses.** Each Seller and Buyer will cooperate with each other and use commercially reasonable efforts to cause the transfer of Governmental Authorizations from the Seller to Buyer which are necessary for the operation of the Purchased Assets, including without limitation the transfer of licenses and authorizations and/or applications with the City of Houston Administration and Regulatory Affairs Department, Transportation Section (“Transfer of Licenses”).

**Section 5.3 Assumed Contracts – Consents, etc.** Promptly following the execution of this Agreement, each Seller will use commercially reasonable efforts to obtain the third-party consents, waivers and estoppels that are required to assign to Buyer the Assumed Contracts (the “Required Consents”). Each Seller will give proper notice to the counterparties to the Assumed Contracts under applicable Legal Requirements, will assume the Assumed Contracts in the

Bankruptcy Proceeding, and will cooperate with Buyer to assign all the Seller's rights and interests under the Assumed Contracts. Without limiting any of the foregoing, Buyer will assume each Seller's contracts with the Seller's drivers, if any, pursuant to which the drivers have the right to purchase the vehicles, and Buyer will credit the drivers for all payments made by the drivers through the Closing. Buyer reserves the right to amend or modify Schedule 3.5 in Buyer's sole and absolute discretion.

**Section 5.4 Information.** Each Seller will afford to the Buyer and authorized representatives and agents (which shall include accountants, attorneys, bankers, and other consultants) of Buyer full and complete access during normal business hours to and the right to inspect the properties, books, and records of the Seller applicable to the Purchased Assets and Assumed Contracts, and will furnish Buyer with such additional financial and operating data and other information related to the Purchased Assets and Assumed Contracts as Buyer may from time to time reasonably request. Buyer's right of access and inspection shall be exercised in such a manner as not to interfere unreasonably with the operations of each Seller's Business and shall be subject to reasonable advance notice.

**Section 5.5 Operations.** Subject to Bankruptcy Court's approval, after the execution and delivery of this Agreement and until Closing, each Seller will (i) carry on its Business in substantially the same manner as presently conducted and not make any material change in its Business; (ii) maintain its Purchased Assets and all parts thereof in the same operating condition, ordinary wear and tear excepted; (iii) perform all of their obligations under all Assumed Contracts; (iv) keep in full force and effect present insurance policies; and (iv) use reasonable commercial efforts to maintain and preserve its business organizations intact, retain its present Employees and maintain its relationships with customers, vendors, drivers, and others having business relations with the Seller and its Business. Each Seller will give notice to Buyer within 1 business day if any event occurs which has, or is reasonably likely to have, a material adverse effect on the Business, the Purchased Assets, Assumed Contracts, or the Seller.

**Section 5.6 Negative Covenants.** Subject to Bankruptcy Court's approval, after the execution and delivery of this Agreement and until Closing, no Seller will, without the prior written consent of Buyer: (i) create or assume any Encumbrance upon any Purchased Assets; (ii) sell, assign, lease, or otherwise transfer or dispose of any Purchased Assets; (iii) waive any material rights or claims of the Seller affecting the Purchased Assets or Assumed Contracts; (iv) commence a lawsuit; or (v) take, or agree to take, any action which would make any of the representations and warranties of the Seller contained in this Agreement untrue, or result in any of the closing conditions set forth in this Agreement not being satisfied.

**Section 5.7 Schedules Update.** Each Seller will update the Schedules to this Agreement, from time to time, as needed, through the Closing Date, and promptly deliver the same to Buyer.

**Section 5.8 Intentionally Omitted.**

**Section 5.9 Public Announcements.** Unless otherwise required by applicable law, or as agreed by the parties, neither party shall make any public announcements regarding this

Agreement or the transactions contemplated hereby without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed).

**Section 5.10 Bulk Sales Laws.** The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

**Section 5.11 Transfer Taxes.** Other than sales tax on vehicles being sold as part of the Purchased Assets, which will be paid by Buyer, if any, all transfer, documentary, sales, use, stamp, registration, value added and other such taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the documents to be delivered hereunder shall be borne and paid by each Seller when due. Each Seller shall, at its own expense, timely file any tax return or other document with respect to such taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

**Section 5.12 Further Assurances.** Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder. Without limiting the foregoing, each Seller agrees to remit to Buyer any accounts receivable payments for periods after Closing received by the Seller within 3 days after the Seller's receipt of the same.

#### **Section 5.13 Bankruptcy Matters.**

(a) In the event an objection is filed, an appeal is taken, or a stay pending appeal is requested from the Section 363 Order or any other order reasonably necessary in connection with the transaction contemplated herein, each Seller shall promptly notify Buyer of such objection, appeal or stay request and shall provide to Buyer promptly a copy of the related objection, notice of appeal or order of stay. Each Seller shall also provide Buyer with written notice of any motion or application filed in connection with an objection or any appeal from either of such orders and the Seller agrees to take all action as may be commercially reasonable and appropriate to defend against such appeal, petition or motion and Buyer shall cooperate in such efforts.

(b) Until Closing, each Seller shall make reasonable efforts to consult and cooperate with Buyer regarding (a) any pleadings, motions, notices, statements, applications, schedules, reports, orders, or other papers to be filed with the Bankruptcy Court in relation to the implementation of the transaction contemplated herein, (b) any discovery taken in connection with the seeking entry of the Section 363 Order (including, not by way of limitation, depositions), and (c) any hearing relating to the Section 363 Order, including, not by way of limitation, the submission of any evidence or witness testimony in connection with such hearing.

### **ARTICLE VI CONDITIONS TO CLOSING; TERMINATION PRIOR TO CLOSING**

**Section 6.1 Conditions Precedent to Obligations of Buyer.** Notwithstanding anything herein to the contrary, the obligations of Buyer to consummate the transactions described herein are subject to the fulfillment, on or prior to the Closing Date, of the following conditions precedent unless (but only to the extent) waived in writing by Buyer at or prior to the Closing:

(a) **Bankruptcy Matters.** The following are referred to herein collectively as “Bankruptcy Requirements”):

(i) Each Seller which is a party to the Bankruptcy Proceeding shall have obtained the consent of the Bankruptcy Court, and the Bankruptcy Court shall have entered an order (1) approving the transactions set forth herein in accordance with Sections 363(f) and 365 of the Bankruptcy Code, (2) authorizing the assumption and assignment of Assumed Contracts to be assumed by the Buyer, and (3) authorizing a “no stay” under Federal Rules of Bankruptcy Procedure Section 6004(h). Such order shall be in the form previously approved by Buyer, and the time for appeal of such order shall have expired.

(ii) Each Seller which is a party to the Bankruptcy Proceeding shall have filed a motion with the Bankruptcy Court and the Bankruptcy Court shall have entered an order approving terms and provisions relating to “stalking horse” protection, including a break-up fee in the amount of \$150,000, expense reimbursement, bidding procedures that include a minimum of \$200,000 in a first overbid, plus \$50,000 in any additional overbid increments, and other terms and provisions customary in a bid procedures order (the “Bid Procedures Order”). The order approving the Bid Procedures Agreement shall have set the time and place for the Section 363 auction.

(iii) Each Seller which is a party to the Bankruptcy Proceeding shall have filed a motion with the Bankruptcy Court and the Bankruptcy Court shall have entered the Section 363 Order.

(iv) Each Seller shall have ensured that proper notice of the 363 sale is given pursuant to Bankruptcy Rule 2002, including, not by way of limitation, to the Seller, any trustee, any committees and ad hoc committees, all creditors, indenture trustees, the United States Trustee, equity security holders, any consumer privacy ombudsman, governmental entities that may be affected by the sale, and holders of interests in the Purchased Assets or the Assumed Contracts. Such notice shall have included opportunity for objections and for a hearing.

(b) **Related Transactions.** The transactions contemplated by the asset purchase agreements set forth on Schedule 6.1(b) (“Related Agreements”) shall have closed or close simultaneously with this Agreement, it being the intent that the closing of the transaction contemplated herein and the transactions under such agreements are conditioned on each other successfully closing.

(c) **Representations and Warranties.** The representations and warranties of each Seller contained in this Agreement shall be true in all material respects when made and as of the Closing Date as though such representations and warranties had been made on and as of such Closing Date. Each and all of the terms, covenants, and conditions of this Agreement

to be complied with or performed by the Seller on or before the Closing Date pursuant to the terms hereof shall have been duly complied with and performed in all material respects.

(d) **No Action.** No action or proceeding before a court or any other governmental agency or body shall have been instituted or threatened to restrain or prohibit the transactions herein contemplated, and no governmental agency or body shall have taken any other action with respect to the Purchased Assets, as a result of which Buyer reasonably and in good faith deems it inadvisable to proceed with the transactions hereunder.

(e) **No Material Adverse Effect.** Since the date of this Agreement, there shall not have occurred any event, change or occurrence that has or could reasonably be expected to have a material adverse effect upon the Business, the Purchased Assets, Assumed Contracts, or any Seller. Without limiting the foregoing, the parties expressly agree that there shall be deemed to have been a material adverse effect on the Business, the Purchased Assets, Assumed Contracts, or Sellers, in the event of a loss of any license or insurance required under law to operate the Business in substantially the same manner as of June 21, 2021.

(f) **Required Consents.** Each Seller shall have obtained all of the Required Consents and the Transfer of Licenses from the Seller to Buyer.

(g) **Omitted.**

(h) **Leases.** Buyer and Notre Capital Management, Inc. shall have entered into a new lease agreement in substantially the form attached hereto as Exhibit D, pursuant to which Buyer will lease the facility where the Business is currently operated.

(i) **Closing Deliveries.** Seller shall have made the deliveries required to be made by it under Section 2.2(a) hereof.

**Section 6.2 Conditions Precedent to Obligations of Sellers.** Notwithstanding anything herein to the contrary, the obligations of each Seller to consummate the transactions described herein are subject to the fulfillment, on or prior to the Closing Date, of the following conditions precedent unless (but only to the extent) waived in writing by the Seller at or prior to the Closing:

(a) **Bankruptcy Matters.** Bankruptcy Requirements shall have been satisfied.

(b) **Related Transactions.** The transactions contemplated by the asset purchase agreements set forth on Schedule 6.1(b) shall have closed or close simultaneously with this Agreement, it being the intent that the closing of the transaction contemplated herein and the transactions under such agreements are conditioned on each other successfully closing.

(c) **Representations and Warranties.** The representations and warranties of Buyer contained in this Agreement shall be true in all material respects when made and as of the Closing Date as though such representations and warranties had been made on and as of such Closing Date. Each and all of the terms, covenants, and conditions of this Agreement to

be complied with or performed by Buyer on or before the Closing Date pursuant to the terms hereof shall have been duly complied with and performed in all material respects.

(d) **No Action.** No action or proceeding before a court or any other governmental agency or body shall have been instituted or threatened to restrain or prohibit the transactions herein contemplated, and no governmental agency or body shall have taken any other action with respect to any Seller or its owners, the Business, or the Purchased Assets, as a result of which the Seller reasonably and in good faith deems it advisable to proceed with the transactions hereunder.

(e) **Closing Deliveries.** Buyer shall have made the deliveries required to be made by them under Section 2.2(b) hereof.

**Section 6.3 Termination Prior to Closing.** Notwithstanding anything herein to the contrary, this Agreement may be terminated at any time: (a) on or prior to the Closing Date by the written agreement of each Seller and Buyer; (b) on or prior to the Closing Date by Buyer, if satisfaction of any condition to Buyer's obligations under Section 6.1 of this Agreement becomes impossible or impractical with the use of commercially reasonable efforts (unless the failure results primarily from Buyer breaching any representation, warranty, or covenant herein) and such condition shall not have been waived by Buyer; (c) on or prior to the Closing Date by each Seller, if satisfaction of any condition to the Seller's obligations under Section 6.2 of this Agreement becomes impossible or impractical with the use of commercially reasonable efforts (unless the failure results primarily from the Seller breaching any representation, warranty, or covenant herein) and such condition shall not have been waived by the Seller; or (d) by Buyer or any Seller, if the Closing Date shall not have taken place on or before August 16, 2021 (which date may be extended by the written agreement of Buyer and each Seller); provided that the right to terminate this Agreement under this item (d) shall not be available to any party if the failure of the Closing to take place by said date results primarily from such party's (or such party's Affiliate's) breach of any representation, warranty covenant herein. If this Agreement is terminated pursuant to this Section, this Agreement shall be null and void and all rights and obligations of the parties hereunder shall terminate without any liability of any party to any other party, except that nothing herein shall prevent any party from pursuing any of its legal rights or remedies that may be granted to any party by law against the other party to this Agreement as a result of any default by the other party in the observance or in the due and timely performance of such party of any of the covenants herein contained.

## **ARTICLE VII INDEMNIFICATION**

**Section 7.1 Survival.** All indemnification obligations of each Seller and Buyer shall survive the Closing for a period of eighteen (18) months, provided that the following shall survive the Closing for the period of the applicable statute of limitations under applicable law: (i) the Seller's indemnification obligation arising out of a breach of Section 3.1, 3.2, 3.3, or 3.11, and the Seller's indemnification obligation under Section 7.2(b) and (c), and (ii) the Buyer's indemnification obligation under Section 7.3(b) and (c).

**Section 7.2 Indemnification by Each Seller.** Each Seller, jointly and severally with other Sellers, shall defend, indemnify and hold harmless Buyer, its affiliates and their respective members, managers, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements, arising from or relating to:

(a) any inaccuracy in or breach of any of the representations or warranties of any Seller contained in this Agreement or any document to be delivered hereunder;

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by any Seller pursuant to this Agreement or any document to be delivered hereunder; or

(c) any Excluded Asset, or any liability of any Seller (other than liabilities for Assumed Contracts arising from periods after the Closing).

**Section 7.3 Indemnification by Buyer.** Buyer shall defend, indemnify and hold harmless each Seller, its affiliates and their respective stockholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements, arising from or relating to:

(a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement or any document to be delivered hereunder;

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement or any document to be delivered hereunder; or

(c) any liabilities from Assumed Contracts arising from periods after the Closing Date.

**Section 7.4 Indemnification Procedures.** Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "Indemnified Party") shall promptly provide written notice of such claim to the other party (the "Indemnifying Party"). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a person or entity who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including, but not limited to, settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any

Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed).

**Section 7.5 Tax Treatment of Indemnification Payments.** All indemnification payments made by each Seller under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for tax purposes, unless otherwise required by law.

**Section 7.6 Effect of Investigation.** Buyer's right to indemnification or other remedy based on the representations, warranties, covenants and agreements of each Seller contained herein will not be affected by any investigation conducted by Buyer with respect to, or any knowledge acquired by Buyer at any time, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or agreement.

**Section 7.7 Set-Off.** If an Indemnified Party is entitled to indemnification under this Agreement, then the Indemnifying Party agrees that the Indemnified Party may instruct Buyer to deduct from any Post-Closing Purchase Price the amount of the loss incurred by the Indemnified Party; provided, the foregoing is in addition to any and all other remedies to which the Indemnified Party is entitled and is merely an additional means by which the Indemnified Party may secure payment of indemnification.

**Section 7.8 Cumulative Remedies.** The rights and remedies provided in this Article are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

## **ARTICLE VIII MISCELLANEOUS**

**Section 8.1 Expenses.** All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

**Section 8.2 Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section):

If to Sellers:

Texas Taxi, Inc.  
Greater Houston Transportation Company  
Fiesta Cab Company  
Yellow Cab Paratransit Services, Inc.

Eagle Executive Transportation Services, Inc.  
Eagle WAV, Inc.  
Hail A Cab App, Inc.  
Cab Administrative Services, Inc.  
4201 Langley Rd  
Houston, TX, 77093  
E-mail: [johnb@yellowcabsa.com](mailto:johnb@yellowcabsa.com)  
Attention: John Bouloubasis

with a copy to:

Richard L. Fuqua  
Fuqua & Associates, PC  
8558 Katy Fwy Ste 119  
Houston, TX 77024-1809  
Email: [RLFuqua@fuqualegal.com](mailto:RLFuqua@fuqualegal.com)

Dan Gartner  
Gartner Law Firm PC  
3 Riverway # 1800  
Houston, TX 77056  
[dgartner@gartnerlaw.net](mailto:dgartner@gartnerlaw.net)

Bruce Ruzinsky  
1401 McKinney St., Suite 1900  
Houston, Texas 77010  
[bruzinsky@jw.com](mailto:bruzinsky@jw.com)

If to Buyer:

William M. George  
1300 Lydia  
Kansas City, MO 64106  
E-mail: [wmgeorge@ztrip.com](mailto:wmgeorge@ztrip.com)  
Attention: William M. George

with a copy to:

Foulston Siefkin LLP  
32 Corporate Woods, Suite 600  
9225 Indian Creek Parkway  
Overland Park, Kansas 66210  
Facsimile: 913-498-2101  
E-mail: [iyamaashi@foulston.com](mailto:iyamaashi@foulston.com)  
Attention: Issaku Yamaashi

Foulston Siefkin LLP  
1551 N. Waterfront Parkway, Suite 100  
Wichita, Kansas 67206

E-mail: [swead@foulston.com](mailto:swead@foulston.com)  
Attention: Shannon Wead

**Section 8.3 Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

**Section 8.4 Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**Section 8.5 Entire Agreement.** This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the documents to be delivered hereunder, the Exhibits and Schedules (other than an exception expressly set forth as such in the Schedules), the statements in the body of this Agreement will control.

**Section 8.6 Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Buyer may assign its rights or obligations hereunder to any affiliate without the prior written consent of the other party, and pursuant to such right Buyer hereby assigns the right to purchase the Vehicles to SLM. No assignment shall relieve the assigning party of any of its obligations hereunder.

**Section 8.7 No Third-party Beneficiaries.** Except as expressly provided herein, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**Section 8.8 Amendment and Modification.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

**Section 8.9 Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**Section 8.10 Governing Law.** This Agreement shall be governed by and construed in

accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

**Section 8.11 Waiver of Jury Trial.** Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

**Section 8.12 Specific Performance.** The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

**Section 8.13 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[REMINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**BUYER:**

**WHC HTX, LLC**

By: WHC Worldwide, LLC, as sole member

By: \_\_\_\_\_  
William M. George, as Managing Member

**SELLERS:**

**TEXAS TAXI, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**GREATER HOUSTON TRANSPORTATION  
COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**FIESTA CAB COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**YELLOW CAB PARATRANSIT SERVICES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**EAGLE EXECUTIVE TRANSPORTATION  
SERVICES, INC.**

By:\_\_\_\_\_

Name:

Title:

**EAGLE WAV, INC.**

By:\_\_\_\_\_

Name:

Title:

**HAIL A CAB APP, INC.**

By:\_\_\_\_\_

Name:

Title:

**CAB ADMINISTRATIVE SERVICES, INC.**

By:\_\_\_\_\_

Name:

Title:

Schedule 1.1(a) to Asset Purchase AgreementTangible Personal PropertyShop Equipment

<u>Q</u>	<u>Description</u>
5	Vehicle Lifts
	Alignment
1	Machine
1	Tire Machine
1	Wheel Balancer
	Various small tools

Fixed Assets

201015	Credit Card Processi
CC upg	Converter Cable
Ingenico	CC System enhance
Jewelr	Metro CC Machine
RF Key	Jewelry for Cabs
Suppor	Keypads and antenn
	Support for Serveres
	Asset Id's
	Parts to repair termin
	Lava Tablet
	990119 MCSFT PRO
APX150	Cab Dash Equipmen
Cables	Printer Cables
PER730	Dell PowerEdge R73
R44-V100T-0	RANGER4.4/TRAAP
Trapez	Hardwar & Fees
	14/15 USED LAPTOP
	14/15 USED LAPTOP
	Software Developme
	Columbia Asets
	Web Project
	Trapeze Licenses
AG08324	PASS EZ WALLET
AG08325	INFO EZ WALLET
CS100101	Claim Software
CS100144	Great Plains Softwar
Knomat	Driver Onboarding P
Trapeze	NPN Services

Radios  
 Cameras  
 Meters  
 MTData  
 Various office furniture, fixtures

Parts inventory and other property

PART NUMBER	COUNT	VENDOR
YH245038P	4	ADVANCE
PXD1273H	5	ADVANCE
PDX1326H	9	ADVANCE
30112730	6	XL
4779783AB	5	MAC H
BR900526	1	XL
BR900524	6	XL
BR901006	4	XL
10510750	1	XL
PXD1210H	1	ADVANCE
PXD1354H	1	ADVANCE
451600CN	2	1-800
4880213AJ	1	XL
13067050	1	XL
30115890	2	XL
14167069	1	XL
14167070	1	XL
68192437AA	1	TOMBALL
04721561AE	1	TOMBALL
5184404AF	3	TOMBALL
BR90109001	6	XL
3016	30	PETES
3120	30	PETES
3122	15	PETES
3024	44	PETES
3126	42	PETES
3112	10	PETES
30115960	2	XL
WH513273	2	XL
68299450AA	2	TOMBALL
5184498A14	1	TOMBALL
68018555AA	74	PETES
68191349AA	104	PETES

4861737AA	98	PETES
R134	60	XL
5184332AA	48	MAC H
5184296AH	48	MAC H
5184617AD	2	MAC H
39282	3	XL
38082	2	XL
5281418AC	1	MAC H
5149171AB	3	TOMBALL
5149180AA	4	TOMBALL
68271967AA	4	TOMBALL
68045336AA	5	TOMBALL
11570	4	COMPLETE
41052456	2	COMPLETE
5047794AA	1	MAC H
68093232AA	2	MAC H
5047791AA	1	MAC H
5047790AA	1	MAC H
5047792AA	1	MAC H
35982	1	XL
5184562AC	18	MAC H
5020678AC	4	XL
5184331AC	54	TOMBALL
5020679AC	4	TOMBALL
68050014AA	1	MAC H
4861962AC	3	MAC H
56007078AB	8	MAC H
5179153AC	1	MAC H
5149168AJ	1	TOMBALL
9407	75	PETES
67964	2	XL
5184595AE	8	TOMBALL
5184596AE	9	TOMBALL
56029398AA	8	PETES
DT01F2801A	2	CAPSTONE
4721746AB	3	TOMBALL
3682	6	XL
13064	5	XL
621860	4	XL
621820	1	XL
622410	1	XL
621840	1	XL

68268023AA	7	MAC H
ES800403	10	XL
EV800934	3	XL
K7258	5	XL
68144549AF	3	MAC H
BSK81179	1	XL
4721918AF	4	TOMBALL
DSW902	4	XL
68298871AA	5	TOMBALL
68144165AB	4	MAC H
68039999AC	1	TOMBALL
6112581	15	XL
68298870AA	1	TOMBALL
1DF311X9AF	1	TOMBALL
T83181	1	XL
3128	11	PETES
3026	5	XL
68042866AA	19	PETES
68034400AI	1	MAC H
5156106AG	1	MAC H
2941	11	XL
CRC5110	2	XL
CRC5103QD	4	XL
817400	5	XL
817500	9	XL
SF16	9	XL
94RPG	1	XL
4684	3	XL
817100	7	XL
817200	13	XL
110078	7	XL
10001	3	XL
100QR622	3	XL
4608	4	XL
WH512360	1	XL
WH590447	1	XL
513273	1	MAC H
68192437AA	6	XL
14167529	1	XL
14167519	2	XL
K060935	1	XL
K0403555F	1	XL

4877805AH	5	
68064801AE	1	XL
VS50805R	1	XL
4721664AB	1	MAC H
911506	2	XL
37123	4	XL
C030017C	2	XL
111675C	1	XL
923227	12	XL
4891741AA	3	TOMBALL
5184653AF	3	XL
5273893AF	7	XL
5273994AB	5	XL
5273996AE	7	XL
700216	3	XL
PA6116	2	XL
55111074AB	4	MAC H
5085685AA	1	MAC H
5184570AJ	2	XL
52030433AB	2	MAC H
52079880AA	1	TOMBALL
P06135	17	XL
6502738	15	PETES
4671336AD	4	MAC H
HP3960	3	XL
HP3835	50	PETES
6509131AA	8	TOMBALL
PF48E	2	XL
PF46E	1	XL
M1204	1	XL
FL5005	1	XL
FL8205	1	XL
SP405	6	PETES
88134	2	PETES
P05608	1	XL
85348	6	XL
471-1017	2	WORLDWIDE
225-65-17	4	WORLDWIDE
225-75-15	3	WORLDWIDE
225-65-16	8	WORLDWIDE
235-55-17	3	WORLDWIDE
225-65-17	1	WORLDWIDE

235-55-19	2	WORLDWIDE
225-65-17	2	WORLDWIDE
215-65-17	5	WORLDWIDE
205-55-16C	4	WORLDWIDE

**1346**

Tablets (Houston)

Mobile Number	IMEI Number
Tablet 8327638162	352250110714289
Tablet 8327638200	352250110943227
Tablet 8327638286	352250110941783
Tablet 8327636987	352250110889958
Tablet 8327638406	352250110960429
Tablet 8327638367	352250110772352
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Tablet 8327638689	352250110941577
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Tablet 8327636170	352250110781189
Tablet 8327638672	352250110754079
Tablet 8327638351	352250110859787
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### Tablets (Austin)

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Tablet 5125576291	352250111202466
Tablet 5125574196	352250110970477
Tablet 5125571442	352250111177288
Tablet 5125571489	352250111189119
Tablet 5125571009	352250111267600
Tablet 5125574998	352250111177361
Tablet 5125570712	352250111176157
Tablet 5125571845	352250111261611
Tablet 5125571569	352250111177379
Tablet 5125571800	352250111140583
Tablet 5125574717	352250111245879
Tablet 5125571209	352250111155037
Tablet 5125573505	352250111189077
Tablet 5125572341	352250111248980
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Tablets (San Antonio):

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Tablet	8327786070	352250111213752



Schedule 1.1(e) to Asset Purchase AgreementTelephone and fax numbers, domain names, and trade names

Following numbers, to the extent owned by Seller:

<u>Number:</u>	<u>Queue:</u>	<u>Extension SA:</u>	<u>Name:</u>
<u>2102222222</u>	San Antonio Main	8667	Kevin Duray
<u>2104615460</u>	SA SafeRide	8666	John Bouloubasis
<u>2104615465</u>	VIA Express Dispatchers	8637	Randy Cardenas
<u>2106460235</u>	Special Accounts SA	8636	Accounts Receivable
<u>2106508603</u>	VIA Special Accounts	8634	Cashiers
<u>2106508615</u>	MOD SA	8631	Mario Robledo
<u>2106508620</u>	SA Dispatch	8623	Sal Zuniga
<u>2106508627</u>	SA Dispatch	8621	Bill Kellogg
<u>2106555465</u>	VIA LINK	8611	Cynthia Velez
<u>2106666666</u>	VIA Express Customers	8601	Andrew Rocha
<u>2108268294</u>	Townecar SA	8626	SA Conference Room
<u>5124347713</u>	MOD Colombia		
<u>5124347756</u>	Austin SafeRide	7883	Felipe Gonzalez
<u>5124347772</u>	Austin Dispatch	7775	Julia Garcia
<u>5124347773</u>	Austin Dispatch	7760	John Bouloubasis
<u>5124347777</u>	Austin Special Accounts	7733	Scarlet Mccarther
<u>5124529999</u>	Austin Main Line	7724	Austin Office
<u>7132230303</u>	MSP	7720	Lauren Smith
<u>7132244445</u>	Houston Delivery	7716	Yvonne Rigolo
<u>7132252666</u>	Fiesta Taxi	7716	Claims
<u>7132361111</u>	Houston Main Line	7714	Austin Main Office
<u>7132361122</u>	Houston		
<u>7132368755</u>	Houston Dispatch	5913	Service Writer
<u>7132368877</u>	Houston Townecar	5904	Melinda Malek
<u>7132369400</u>	Fiesta Dispatch	5903	Chris Aguirre
<u>7132369401</u>	Fiesta Taxi Dispatch	5902	Ozzy Gonzalez
<u>7132369402</u>	Fiesta Dispatch	5885	Paula Cooper
<u>7134285712</u>	Houston Dispatch	5870	Susan Paschal
<u>7134285714</u>	Houston Conference room	5866	Manuel Huaman
<u>7134285789</u>	Houston Logisticare	5865	Christi Bernard
<u>7134285828</u>	Customer call driver (app)	5836	Melissa McGhee
<u>7134285844</u>	Houston accounts	5832	Julia Saldana
<u>7134285846</u>	Houston Dispatch	5830	Don Helmer

<u>7134285860</u>	Metro Starters	5824	Cashier
<u>7134285883</u>	Metro Starters	5823	Cashier
<u>7134285884</u>	Metro Starters	5815	Nick Plaznich
<u>7134285888</u>	MSP Spanish	5811	Francis Valeriano
<u>7134285999</u>	Metro	5810	Lobby
<u>7136990000</u>	United	5809	Rosario Harter
<u>7137378423</u>	Houston Towncar	5805	Customer Service/Safety
<u>9563295017</u>	Micro Mcallen Dispatch	5766	Yaling Zhang
<u>9563295018</u>	Micro Mcallen CS	5763	Rose Estrada
<u>8325531710</u>	Direct Driver Connect (app)	5756	Lobby Rose
<u>5124441010</u>	10/10 Taxi	5753	Jessica Hubbard
<u>7134285738</u>	Houston Special Accounts	5751	Jeanette Johnson
		5745	Lisseth Deltoro
		5731	Danny Davis
		5729	Lobby francis
		5728	Claims Intake
		5722	Ana Marie Munoz
		5721	Kayla Ruiz
		5720	Pete Arzola
		5717	Jacob Garza
		5716	Ericka Zamarripa Houston Conference
		5714	Room
		5705	Pamela Jefferson
		5704	Brenda Hagger
		5702	Mike Spears
		5701	Pete Arzola

The following trade names: Yellow Cab (owned by Texas Taxi), Greater Houston Transportation Company, GHTC, United Cab, Fiesta Cab Company, Fiesta Cab, Texas Fiesta, Yellow Cab Paratransit Services, Eagle Executive Transportation Services, Eagle WAV, Hail A Cab App, Cab Administrative Services.

Fax numbers, domain names and URLs used by Sellers in connection with the Business.

**Schedule 3.5 to Asset Purchase Agreement**

**Assumed Contracts**

None, other than GHTC's and FCC's obligation to transfer title to Vehicles upon the full satisfaction of promissory notes issued by Seller's drivers.

**Schedule 3.7 to Asset Purchase Agreement**

**Compliance with Laws and Governmental Authorizations**

City permit and self-insurance certificates held by each of GHTC and FCC may be affected by the bankruptcy filing.

**Schedule 3.8 to Asset Purchase Agreement**

**Legal Proceedings**

List of Legal Proceedings against GHTC is attached.

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## ATTACHMENT SOFA #7

Master Name	Plaintiff(s)	Court	Cause #	ENTITY INVOLVED
SUTTON, Derrick & LINDSEY, June v. Greater Houston Transportation Company	Sutton, Derrick Lindsey, June	Harris Co. Court at Law No. 2	110527	Greater Houston Transportation Company
WARD, Delsynn v. Edward Williams and Greater Houston Transportation Company	Ward, Delsynn	Harris Co. Court at Law No. 3	116979	Greater Houston Transportation Company
MORIS, Shirley v. Greater Houston Transportation Company and ANDJATI, Mark A.	Morris, Shirley	Harris Co. Court at Law No. 2	1126050	Greater Houston Transportation Company
ASBEDI, Zainul v. Greater Houston Transportation Company	Asbedi, Zainul	Harris Co. Court at Law No. 1	1140359	Greater Houston Transportation Company
ACCC Insurance Company v. Greater Houston Transportation Company dba United Cab Company & CESAR LUIS ESCOBAR	ACCC Insurance Company	Harris Co. Court at Law No. 4	1142853	Greater Houston Transportation Company
PHAM, Lyons v. Greater Houston Transportation Company & Rana Kahn		Harris Co. Court at Law No. 4	114791	Greater Houston Transportation Company
MORALES, Jr., Felipe, et al v. Greater Houston Transportation Company, Cab Admin Services, Inc. dba YC Company of Houston & ARTIE, Leticia Nicolle Brock, Nancy v. Greater Houston Transportation Company dba YC & Morris Frederics Clemens	Morales, Felipe; Morales, Lillian, 2/1/1 of Alexander Morales, minor	Harris Co. Court at Law No. 2	1148554	Greater Houston Transportation Company
CENTRAL Mutual Ins Co & Charles Heitner, Jr. v. Greater Houston Transportation Company dba YC	Central Mutual Insurance Company	Harris Co. Court at Law No. 1	1150477	Greater Houston Transportation Company
AUTOSTATE Fire & Casualty Insurance Company, et al v. Greater Houston Transportation Company dba Yellow Cab	Autostate Fire & Casualty Insurance Company	Harris Co. Court at Law No. 3	1154856	Greater Houston Transportation Company
BEDFORD, Tashay v. Greater Houston Transportation Company	Bedford, Tashay	Harris Co. Court at Law No. 4	1155225	Greater Houston Transportation Company
AUTO CLUB County Mutual Ins. Co. v. Greater Houston Transportation Company & Rene R. Barrios	AUTO CLUB County Mutual Insurance Co.	Harris Co. Court at Law No. 3	1155439	Greater Houston Transportation Company
TAYLOR, Quintin and COLLINS, Arletta v. Greater Houston Transportation Company dba YC	Taylor, Quintin and Collins, Arletta	Harris Co. Court at Law No. 3	1155600	Greater Houston Transportation Company
DE LA GARZA, Sarah v. Greater Houston Transportation Company dba YC & RAZA, Ahmed	De La Garza, Sarah	129th Civil District Court - Harris County	201939713	Greater Houston Transportation Company
HARRISON, Robin F. v. HALL, James A. & Greater Houston Transportation Company dba YC	Harrison, Robin F.	21st Civil District Court - Harris County	20197953	Greater Houston Transportation Company
Alvarez, Kenna v. SAINT GINAT	Alvarez, Kenna	Justice Court, Harris County, Precinct 1, Place 3	18120049657	Greater Houston Transportation Company
GEO-TAYLOR, LASHAWNICA v. Pierre Nikougue & Greater Houston Transportation Company	GEO-Taylor, Lashawnica	Judicial Court, Harris Co. - Precinct 5, Place 1	195100290264	Greater Houston Transportation Company

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ARTICA Mutual Insurance Company as Subrogee of Pacific Moore v Greater Houston Transportation Company & Mohamed Nallick Barry	Amite Mutual Insurance Company	Justice Court, Harris County, Precinct 1, Place 1	201100223621	Greater Houston Transportation Company
ALLSTATE Fire & Casualty Insurance Company as Subrogee of Gwen Reed v Greater Houston Transportation Company & Sharlene Colman	Allstate Fire and Casualty Insurance Company as Subrogee of Aleksandr Nisman	Justice Court, Harris County, Precinct 1, Place 1	201100228862	Greater Houston Transportation Company
JENNINGS, Richard v Greater Houston Transportation Company, Albina Yargo Bruce & Larry Conrad Ochs	Jennings, Richard	Justice Court, Harris County, Precinct 1, Place 2	20120013926	Greater Houston Transportation Company
GLESSY, Gary v Greater Houston Transportation Company & Alejante Motiva Kebede	Glessy, Gary	Justice Court, Harris County, Precinct 1, Place 2	20120019128	Greater Houston Transportation Company
ALLSTATE County Mutual Insurance Company as Subrogee of Patricia Ramirez v Greater Houston Transportation Company & Benjamin Henrie	Allstate County Mutual Insurance Company	Justice Court, Harris County, Precinct 5, Place 1	205100337870	Greater Houston Transportation Company
ALMUNIS Specialty Auto, Inc. dba Old American County Mutual as Subrogee of Maria Hernandez v Greater San Antonio Transportation Company & Luis R. Borrego MAS	Almunis Specialty Auto, Inc.	JP Court - Bexar Co. Precinct 1, Place 2	1152000181	Greater San Antonio Transportation Company
STATE FARM v. Greater San Antonio Transportation Company dba YC	State Farm	JP Court - Bexar Co. Precinct 1, Place 2	125900219	Greater San Antonio Transportation Company
Steele v. Greater Houston Transportation Company/GDX, Inc.	Steele, Erica	270th Civil District Court - Harris County	2015-5117	Greater Houston Transportation Company
PEREZ, Perez v. Greater Houston Transportation Company dba YC/DELWENDE NIKEIMA	Perez, Diane & Ricky	234th Civil District Court - Harris County	2016-32437	Greater Houston Transportation Company
VERG, Raymond v. Greater Houston Transportation Company - JAMES HALL	Verg, Raymond	50th Civil District Court - Harris County	2016-57400	Greater Houston Transportation Company
ALARCON v. Greater San Antonio Transportation Company and Lorneus Davis, Destiny v. Greater Houston Transportation Company	ALARCON, YOLANDA	403rd Judicial District Court - Bexar Co. Clerk	20160119753	Greater San Antonio Transportation Company
SANCHEZ, Ruben v. Greater Houston Transportation Company & TIRILL TURNER	Sánchez, Ruben	234th Civil District Court - Harris County	2017-44036	Greater Houston Transportation Company
LARIVIEND, James v. Mamoor Ahmed and Greater Houston Transportation Company	Laymond, James	270th Civil District Court - Harris County	2017-79566	Greater Houston Transportation Company

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ESPARZA, MARY & MARTINEZ-DUENAS, Zulma v Greater San Antonio Transportation Company & GOTOM, Robel	Esparrza, Mary Duans, Zulma	407th Judicial District Court	2017-CI-37286	Greater San Antonio Transportation Company
NEWKIRK, Annaleigh CRUZ et al. v. HASHIM, Taz, et al.	NEWKIRK, Annaleigh CRUZ	196th Civil District Court - Bexar Co.	2017-CI-23397	Greater San Antonio Transportation Company
GLORIA, Stephanie v. KAMARIEH and Greater San Antonio Transportation Company	GLORIA, Stephanie	Bexar Co. Court at Law No. 10	2017CV04356	Greater San Antonio Transportation Company
SALDIVAR, Nancy L. v MAXWELL, Jhedicha & Greater Houston Transportation Company	SALDIVAR, Nancy L.	295th Civil District Court - Harris County	2018-22725	Greater Houston Transportation Company
JACKSON, Margaret v. BURKIN-LEWIS, Renita D.	Jackson, Margaret	215th Civil District Court - Harris County	2018-34859	Greater Houston Transportation Company
SANTILLAN, GINITH v Greater Houston Transportation Company and SETT BIZMANA	SANTILLAN, Ginith	333rd Civil District Court - Harris County	2018-36545	Greater Houston Transportation Company
BROWN, Gail (John Wesley Brown-deceased) v Greater Houston Transportation Company & Adanji Famajuro	Brown, Independent Executrix of the Estate of John Wesley Brown, Sr., Deceased, Gail	270th Civil District Court - Harris County	2018-45707	Greater Houston Transportation Company
GAONA, Maria v HALL, James & Greater Houston Transportation Company	GAONA, Maria	61st Civil District Court - Harris County	2018-47874	Greater Houston Transportation Company
BAMOS, Jose v Greater Houston Transportation Company, TX TAXI, CAB	BAMOS, Jose Emmanuel	157th Civil District Court - Harris County	2018-53315	Greater Houston Transportation Company
JONES, Willie Lee/JONES, Dion v Greater Houston Transportation Company	JONES, Willie Lee	189th Civil District Court - Harris County	2018-50152	Greater Houston Transportation Company
JONES, Don v Greater Houston Transportation Company dba YC & V BROOK'S	JONES, Don	190th Civil District Court - Harris County	2018-53067	Greater Houston Transportation Company
BARILAS, Marlen v. Greater Houston Transportation Company & ARMANDO	BARILAS, Marlen	61st Civil District Court - Harris County	2018-57895	Greater Houston Transportation Company
RYNNE, Mary v. Greater Houston Transportation Company, Kamran SAJAH	RYNNE, Mary	281st Civil District Court - Harris County	2018-75572	Greater Houston Transportation Company
GONZALEZ, Damaris & FLORES, Hilca v Greater Houston Transportation Company dba YC	GONZALEZ, Damaris & FLORES, Hilca	189th Civil District Court - Harris County	2018-78472	Greater Houston Transportation Company
HAWKINS, Vanika v. VIEIRA, Clarisse	HAWKINS, Vanika	125th Civil District Court - Harris County	2018-79268	Greater Houston Transportation Company
PRINGLE, Kam and ANDERSON, Halley v Greater Houston Transportation Company	PRINGLE, Kam Anderson, Halley	281st Civil District Court - Harris County	2018-80101	Greater Houston Transportation Company
JONES, Deborah A. v. Greater Houston Transportation Company and ZEROU WANNIA KOBOTO	JONES, Deborah A.	151st Civil District Court - Harris County	2018-81721	Greater Houston Transportation Company
OLATUNBOSUN, Emmanuel and RAMOS, Paul vs. Greater Houston Transportation Company dba YC	OLATUNBOSUN, Emmanuel	269th Civil District Court - Harris County	2018-83550	Greater Houston Transportation Company

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TEMISAN, Julian Alex v. Schrock, Shannon Deed / Eagle, Sherrita Michelle v Greater Houston Transportation Company et/a VC et/all	Chants, Lester	135rd Civil District Court - Harris County	2018-84556	Greater Houston Transportation Company
BALDEZ, Nancy v. Greater Houston Transportation Company and SHAWVAL	BALDEZ, Nancy	125th Civil District Court - Harris County	2018-84712	Greater Houston Transportation Company
WILLIAMS, Keshira v Greater Houston Transportation Company & Phillip McBride Awani	WILLIAMS, Keshira	55th Civil District Court - Harris County	2018-65538	Greater Houston Transportation Company
HANCOCK, Mary v. Greater San Antonio Transportation Company LLC DIRSHAW	HANCOCK, Mary	45th Civil District Court - Bexar Co.	2018C00223	Greater San Antonio Transportation Company
HILL, Raymond v. YELLOW CAB TAXI and JESSE DEL CUETO, Andrew v. Nunes, Robert and Greater San Antonio Transportation Company	HILL, Raymond	121st Judicial District Court - Bexar Co.	2018C00738	Greater San Antonio Transportation Company
REYES, Blanca v. ABDALLAH, Nasheedin & Greater San Antonio Transportation Company	REYES, Blanca	165th Civil District Court - Bexar Co.	2018C05510	Greater San Antonio Transportation Company
GONZALEZ, Melinda v. Greater San Antonio Transportation Company FLORES, A	GONZALEZ, Melinda	73rd Judicial District Court - Bexar Co.	2018C13144	Greater San Antonio Transportation Company
BUCK, Jack Lee/POWER, Lee v. Greater San Antonio Transportation Company & Alberto Flores	BUCK, Jack Lee/POWER, Lee	165th Civil District Court - Bexar Co.	2018C14194	Greater San Antonio Transportation Company
ALVARADO, Roberto v. FAROCQ, Abdul & Greater San Antonio Transportation Company	ALVARADO, Robert	285th Judicial District Court - Bexar County	2018C017623	Greater San Antonio Transportation Company
RUIZ, Frank et al v. Greater San Antonio Transportation Company & HOSSAIN, Giner	RUIZ, Frank	37th Judicial District Court	2018C17820	Greater San Antonio Transportation Company
RODRIGUEZ, Joseph v. AFRIDI and Greater San Antonio Transportation Company	RODRIGUEZ, Joseph	156th Civil District Court - Bexar Co.	2018C23165	Greater San Antonio Transportation Company
GARCIA, Patricia v. Greater San Antonio Transportation Company, HUMBERTO, Edgar	Garcia, Patricia	45th Civil District Court - Bexar Co.	2018-CF-24185	Greater San Antonio Transportation Company
SULLIVAN, ARA v Greater Houston Transportation Company & GREEN, Yolanda	Sullivan, ARA	270th Civil District Court - Harris County	2019-03363	Greater Houston Transportation Company
Villafranca Body Shop v. Greater Austin Transportation Company et/a VC	Villafranca Body Shop	Travis Co. Court at Law No. 1	2019-03365	Greater Houston Transportation Company
TORRES, Juan C. v. AFFEWERK, Dovit & YELLOW CAB CO.	TORRES, Juan C.	270th Civil District Court - Harris County	2019-09527	Greater Houston Transportation Company

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BRAGGS, Linda Young v. Greater Houston Transportation Company d/b/a/d/o MC & Barndale Awawumri & Blanca Range/Turner	BRAGGS, Linda Young	270th Civil District Court - Harris County	2019-11085	Greater Houston Transportation Company
ROBERTS, Brady v. FIESTA CAB CO.	Roberts, Brady	215th Civil District Court - Harris County	2019-15276	Fiesta Cab Company
BRAGGS, Linda Young v. YAOCH BERIE-HAATSEJUS & Greater Houston Transportation Company	BRAGGS, Linda Young	189th Civil District Court - Harris County	2019-19953	Greater Houston Transportation Company
STEWART, Cathy & BLACK, Jewondlyn v. Greater Houston Transportation Company & HOWNINGTON, Robert	STEWART, Cathy & BLACK, Jewondlyn	333rd Civil District Court - Harris County	2019-29129	Greater Houston Transportation Company
MILANDA SAVALA v. Mauricio Aguilu BARRIOS & Greater Houston Transportation Company d/b/a MC	Milanda Savala	125th Civil District Court - Harris County	2019-32589	Greater Houston Transportation Company
SMITH, Everett Harrison II & Rebecca T., Greater Houston Transportation Company & John Doe	SMITH, Everett Harrison II & Rebecca T.	144th Civil District Court - Harris County	2019-32743	Greater Houston Transportation Company
MORE, Ebony v. Greater Houston Transportation Company & Pamela JEFFERSON	Moore, Ebony	127th Civil District Court - Harris County	2019-41482	Greater Houston Transportation Company
JUSTICE, Carol Denise v. Greater Houston Transportation Company & MILLIS, Jerome	JUSTICE, Carol Denise	225th Civil District Court - Harris County	2019-47562	Greater Houston Transportation Company
BRENT, Xiana N. v. Greater Houston Transportation Company & BENGALY KARAFALAN	BRENT, Xiana, N.	333rd Civil District Court - Harris County	2019-53594	Greater Houston Transportation Company
GUJARO, Anastacia Torres v. FRANCISCO, Arun	GUJARO, Anastacia Torres	215th Civil District Court - Harris County	2019-57129	Greater Houston Transportation Company
HAMPTON, Nevan v. Greater Houston Transportation Company & FREDERICK	HAMPTON, Nevan	255th Civil District Court - Harris County	2019-60659	Greater Houston Transportation Company
AMADOR, Olvin J. v. Greater Houston Transportation Company & MORAN EXVAL	AMADOR, Olvin, J.	281st Civil District Court - Harris County	2019-57017	Greater Houston Transportation Company
ARMAS, Daniel v. Taxis Fiesta, Inc. d/b/a Fiesta Cab Company and Greater Houston Transportation Company & Cesar Luis Escobar	Armas, Daniel Lopez, Claudia	335th Civil District Court - Harris County	2019-73265	Greater Houston Transportation Company
HOREHLAS, Lydia v. Tajudeen A. Ghodd	Horehla, Lydia	151st Civil District Court - Harris County	2019-83372	Greater Houston Transportation Company
MARTINEZ, Chiselda v. Greater Houston Transportation Company & David Obi	Martinez, Chiselda	151st Civil District Court - Harris County	2019-89977	Greater Houston Transportation Company

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HARSHFIELD, Cynthia v. Greater San Antonio Transportation Company & Attinade Rasheed	Hearstfield, Cynthia	224th Judicial District Court - Bexar Co.	2019CB0611	Greater San Antonio Transportation Company
DUMAPAS, Myra v. Greater San Antonio Transportation Company, ELM, Ali Ahmed	Dumapas, Myra	285th Judicial District Court - Bexar County	2019CI02781	Greater San Antonio Transportation Company
URUTIA, Victoria & Jonathan v. Greater San Antonio Transportation Company & WORKU, Berhane	Urutia, Jonathon Urutia, Victoria	37th Judicial District Court	2019CI05779	Greater San Antonio Transportation Company
AUGUST, Katherine v. Greater San Antonio Transportation Company, MUDDONO, Sakatara	August, Katherine	73rd Judicial District Court - Bexar Co.	2019CI0474	Greater San Antonio Transportation Company
SOCANEGRA, Luis et al v. Greater San Antonio Transportation Company, ALVARADO, Hilario	Socanegra, Tina Rodriguez, Kimberly Martinez, Jilice	285th Judicial District Court - Bexar County	2019CI11950	Greater San Antonio Transportation Company
HODGES, Walter & KILBANE, James N. v. Greater San Antonio Transportation Company	Hodges, Walter Kilbane, James	408th Judicial District Court - Bexar Co.	2019CI13394	Greater San Antonio Transportation Company
SCHLOSSER, Bryan v. WALTER, Thomas & Greater San Antonio Transportation Company	Schoeler, Bryan	Bexar County Civil Court 10	2019CV0053	Greater San Antonio Transportation Company
MARTINEZ, Cynthia v. Greater San Antonio Transportation Company, ELM, Ali Ahmed	Martinez, Cynthia	Bexar County Civil Court 3	2019CV0539	Greater San Antonio Transportation Company
CUELLAR, Cristina v. Greater San Antonio Transportation Company, ROHAN Samullah	Cueiller, Cristina	Bexar County Civil Court 3	2019CV07025	Greater San Antonio Transportation Company
GCICO v. Greater San Antonio Transportation Company, AYATULLAH, Adil	GCICO	Bexar Co. Court at Law No. 30	2019CV07414	Greater San Antonio Transportation Company
TERRY, Laura Corine v Greater Houston Transportation Company & Dorell Carter, Viva Cotton, Carlos G Mayberry	Terry, Laura	33rd Civil District Court - Harris County	2020-01398	Greater Houston Transportation Company
ZAMORA, Elmer v. Greater Houston Transportation Company, Felix Asimomini & Wai-Lon Ng	Zamora, Elmer	269th Civil District Court - Harris County	2020-01898	Greater Houston Transportation Company
MICHAELSON, James & NEAL, Oliver v. Greater Houston Transportation Company & Taiwo Fawehinmi	Michaelson, James Neal, Oliver	15th Civil District Court - Harris County	2020-03232	Greater Houston Transportation Company
GARCIA, Carlos v Greater Houston Transportation Company aka YC and Bahabylon Weldahers	Garcia, Carlos	11th Civil District Court - Harris County	2020-03240	Greater Houston Transportation Company
BROCKINS, Elizabeth v. Greater Houston Transportation Company & Taiwo Fawehinmi	Brockins, Elizabeth	30th Civil District Court - Harris County	2020-05360	Greater Houston Transportation Company
UNITED Financial Casualty Company v. Greater Houston Transportation Company	United Financial Casualty Company	113th Civil District Court - Harris County	2020-05878	Greater Houston Transportation Company

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ANSARI, Mostafa v. Greater Houston Transportation Company & Cluvieramoli Addini	Ansari, Mostafa	11th Civil District Court - Harris County	2020-1182	Greater Houston Transportation Company
Jedkins, Johnny v. Babineau, Michael and Greater Houston Transportation Company	Jedkins, Johnny	154th Civil District Court - Harris County	2020-12719	Greater Houston Transportation Company
HENSON, Linda v. Appliance Warehouse & Yellow Cab Company of Houston, Inc., et al	Henson, Linda	125th Civil District Court - Harris County	2020-15025	Greater Houston Transportation Company
BRANCH, Theodore v. Greater Houston Transportation Company, Pablo Sosa & Sara Demesse	Branch, Theodore	333rd Civil District Court - Harris County	2020-20565	Greater Houston Transportation Company
ROBINS, Charles v. Greater Houston Transportation Company dba YC & Fashina Clement	Robbins, Charles	270th Civil District Court - Harris County	2020-22207	Greater Houston Transportation Company
BENSON, Tommy v. Greater Houston Transportation Company, Tax Fiesta RGV, Fiesta Cab Company & John Doe	Benson, Tommy	254th Civil District Court - Harris County	2020-24959	Fiesta Cab Company
JOHNSON, Sparkle v. Greater Houston Transportation Company dba YC & Ta Chyna Watson	Johnson, Sparkle	61st Civil District Court - Harris County	2020-25422	Greater Houston Transportation Company
GRAVES, Jamarcus Smith v. Greater Houston Transportation Company, John v. Greater Houston Transportation Company dba YC & Willbert Rhodes	Graves, Jamarcus	333rd Civil District Court - Harris County	2020-27311	Greater Houston Transportation Company
THRASH, Lorenzo v. Greater Houston Transportation Company dba YCH & John Doe	Thrash, Lorenzo	80th Civil District Court - Harris County	2020-28136	Greater Houston Transportation Company
EPIS, Diana v. Greater Houston Transportation Company & Fredrick Dewayne Williams	Epps, Diana	151st Civil District Court - Harris County	2020-31786	Greater Houston Transportation Company
WOLFE, Randy v. Greater Houston Transportation Company & NIUKU, Godwin Odogwuani	Wolfe, Randy	157th Civil District Court - Harris County	2020-33153	Greater Houston Transportation Company
KISHINENSKY, Leonid and The Kishinensky Law Firm PLC v. Greater Houston Transportation Company dba YC	Kishinensky, Leonid	215th Civil District Court - Harris County	2020-34900	Greater Houston Transportation Company
TOPALES, Regina v. Greater Houston Transportation Company dba YC & Hernan Morales	Topales, Regina	50th Civil District Court - Harris County	2020-35655	Greater Houston Transportation Company
JEFFERSON, Juanita v. Greater Houston Transportation Company, Yellow Cab Service Corporation & George Adesina	Jefferson, Juanita	157th Civil District Court - Harris County	2020-36387	Greater Houston Transportation Company

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JOHNSON, Jacob and HAMILTON, Brandi v Greater Houston Transportation Company & Marvin Clemmons	Johnson, Jacob	157th Civil District Court - Harris County	2020-42277	Greater Houston Transportation Company
ENGLE, Sharita Michelle v Greater Houston Transportation Company dba YC et al	Engle, Sharita	164th Civil District Court - Harris County	2020-43405	Greater Houston Transportation Company
RACHAL, Betty & Martin v Greater Houston Transportation Company & Hussein Abusaff	Rachal, Martin Rachal, Betty	151st Civil District Court - Harris County	2020-46838	Greater Houston Transportation Company
AVALA, Marilyn v Greater Houston Transportation Company & Adelito S. Bass	Ayala, Marilyn	115th Civil District Court - Harris County	2020-52256	Greater Houston Transportation Company
PERKINS, Donald & Gloria v Greater Houston Transportation Company dba YC & Lucky Prabuilele Allan Osborn	Perkins, Donald Perkins, Gloria	334th Civil District Court - Harris County	2020-53590	Greater Houston Transportation Company
THOMAS, Lakesha v Greater Houston Transportation Company dba YC & Francisco Castilio	Thomas, Lakesha	177th Civil District Court - Harris County	2020-53812	Greater Houston Transportation Company
RUIZ, Marjorie, Indiv and a/n/f of R., a minor v Greater Houston Transportation Company & Wayne Olenbo, Lydia	Marjorie, Ruiz	152nd Civil District Court - Harris County	2020-57479	Greater Houston Transportation Company
BROWN, Jerry Dan Jr. v Greater Houston Transportation Company & Benjamin Emeka Isiemie	Brown, Jerry	289th Civil District Court - Harris County	2020-59398	Greater Houston Transportation Company
JEFFERSON, Celia v Greater Houston Transportation Company, Carlos Montano & Matthew Alan Wakefield	Jefferson, Celia	289th Civil District Court - Harris County	2020-59425	Greater Houston Transportation Company
RAMIREZ, Patricia v Greater Houston Transportation Company dba YC & Benjamin Emeka Isiemie	Ramirez, Patricia	80th Civil District Court - Harris County	2020-67024	Greater Houston Transportation Company
CONTRERAS, Anna Maria Beatty v Greater Houston Transportation Company & Guy P. Harwell	Contreras, Ana Maria	33rd Civil District Court - Harris County	2020-70287	Greater Houston Transportation Company
GARCIA, Horacio v Greater Houston Transportation Company & Terrance Grint	Garcia, Horacio	281st Civil District Court - Harris County	2020-70364	Greater Houston Transportation Company
MONTGOMERY, Nenita v Greater Houston Transportation Company dba YC	Montgomery, Nenita	157th Civil District Court - Harris County	2020-72084	Greater Houston Transportation Company
CHARLES, Tyrone v Greater Houston Transportation Company & John Doe	Charles, Tyrone	51st Civil District Court - Harris County	2020-73570	Greater Houston Transportation Company
MARTINEZ, Arlene & Brent, Rushard v Greater Houston Transportation Company, Laquisha Kelley & Solaji Ogun-Fife	Martinez, Arlene Grent, Rushard	127th Civil District Court - Harris County	2020-73877	Greater Houston Transportation Company
ECHAVARRIA, Juan Antonio Aguilar v Greater Houston Transportation Company dba YC & "John Doe"	Aguilar Echavarria, Juan	255th Civil District Court - Harris County	2020-75902	Greater Houston Transportation Company

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MORRIS, Tanesha v. Greater Houston Transportation Company, d/b/a YC & Georgia Slides	Morris, Tanesha	61st Civil District Court - Harris County	2020-83778	Greater Houston Transportation Company
OLIVARI, Joshua v Greater San Antonio Transportation Company, d/b/a SA YC & Nasim Dawood	Olivares, Joshua	438th Judicial District Court - Bexar Co.	2020CI00464	Greater San Antonio Transportation Company
CEPEDA, Jaime H. v. Greater San Antonio Transportation Company, d/b/a YC Brandon, R. Jones & Mohamed, Heffey	Cepeda, James	156th Civil District Court - Bexar Co.	2020CI03527	Greater San Antonio Transportation Company
KELLY, Jamie v. Greater San Antonio Transportation Company, YC of San Antonio & Donald Ward	Kelly, Jamie	224th Judicial District Court - Bexar Co.	2020CI08640	Greater San Antonio Transportation Company
MORALES, Jennifer Nicole v. Greater San Antonio Transportation Company & Omidullah Melikzai	Morales, Jennifer	407th Judicial District Court	2020CI13058	Greater San Antonio Transportation Company
LORENZANA, Daniela & Stephanie Mendez v. Greater San Antonio Transportation Company	Lorenzana, Daniela	57th Judicial District Court - Bexar Co.	2020CI16254	Greater San Antonio Transportation Company
AMEY, Fatima, Yasmeen Ahmen & Eman Alattar v. Greater San Antonio Transportation Company & Francisco Rodriguez	Alattar, Fatima Ahmed, Yasmeen Alattar, Eman	150th Judicial District Court - Bexar Co.	2020CI22553	Greater San Antonio Transportation Company
MCGILLIS, Amanda and Costina Washington, minor v. Greater San Antonio Transportation Company & Tsegab, T. Fisheye	Mcgillis, Amanda	Bexar County Civil Court 3	2020CV00733	Greater San Antonio Transportation Company
MONFORD, John v. Greater San Antonio Transportation Company & Nasereidin S. Abdallah	Monford, John	Bexar County Civil Court 3	2020CV01561	Greater San Antonio Transportation Company
RODRIGUEZ, Leandra, et al v. HALE, Negasi H.	Rodriguez, Leandra	Bexar County Civil Court 10	2020CV02120	Greater San Antonio Transportation Company
GEICO County Mutual Insurance Company v. Greater San Antonio Transportation Company & Tsegab T. Fisheye	Lopez, Jr., Robert	Bexar County Civil Court 10	2020CV05552	Greater San Antonio Transportation Company
SIMS, Terrence v. Greater Houston Transportation Company & Eric Wilkinson	Sims, Terrence	55th Civil District Court - Harris County	2021-49939	Greater Houston Transportation Company
MURICE, Becky v. Greater Houston Transportation Company & Mittu Agboola	Maurice, Becky	190th Civil District Court - Harris County	2021-17540	Greater Houston Transportation Company
PROCHER, Curtis v. Greater Houston Transportation Company, Montano Carlos & Matthew Alan Wakefield	Prochier, Curtis, and Chammie Gray	155th Civil District Court - Harris County	2021-17650	Greater Houston Transportation Company
MANNERS, David Tatum v. Greater Houston Transportation Company, Carlos Albert Pineda & Derrick L. Murphy	Manners, David	127th Civil District Court - Harris County	2021-20538	Greater Houston Transportation Company
JONER, Denise v. Greater Houston Transportation Company & GRANT, Terrence Jeromeine	Joner, Denise	215th Civil District Court - Harris County	2021-22910	Greater Houston Transportation Company

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SANTOS, Emely v Greater Houston Transportation Company & Chiedu Money	Santos, Emely	164th Civil District Court - Harris County	2021-25607	Greater Houston Transportation Company
BARNES, Erica v Greater Houston Transportation Company aka YC & Tajiceen Alade Oshodi	Barnes, Erica	129th Civil District Court - Harris County	2021-26175	Greater Houston Transportation Company
DEHOUSSELE, Lillian v Greater Houston Transportation Company & Juan Garcia	DEROUSSELLE, Lillian	55th Civil District Court - Harris County	2021-29542	Greater Houston Transportation Company
BUGGAGE, Neema v Greater Houston Transportation Company, Steve Harter, Mike Spears, Yingling Zhao & Terri Keith Stafford	Buggage, Neema	164th Civil District Court - Harris County	2021-29568	Greater Houston Transportation Company
MALONE, Wynell Morris v Greater Houston Transportation Company dba YC	Malone, Wynell	113th Civil District Court - Harris County	2021-31559	Greater Houston Transportation Company
PRESTON, Lauren v Greater Houston Transportation Company & Bruce Alstina	Preston, Lauren	80th Civil District Court - Harris County	2021-32200	Greater Houston Transportation Company
PROGRESSIVE County Mutual Insurance Company v Greater Houston Transportation Company & Talya Clay	Progressive County Mutual Insurance Company	55th Civil District Court - Harris County	2021-34797	Greater Houston Transportation Company
PROGRESSIVE County Mutual Insurance Group v Greater Houston Transportation Company & Talya Clay	Progressive County Mutual Insurance Company	55th Civil District Court - Harris County	2021-34797	Greater Houston Transportation Company
VASQUEZ, Arturo Serrano v Greater Houston Transportation Company & Rene Orlando Barrios	Vasquez, Arturo	133rd Civil District Court - Harris County	2021-35522	Greater Houston Transportation Company
WILLIAMS, Debra v Greater Houston Transportation Company	Williams, Debra	125th Civil District Court - Harris County	2021-35723	Greater Houston Transportation Company
RAMOS, Victor v Greater San Antonio Transportation Company & Joseph U Nuñez	Ramos, Victor	131st Judicial District Court - Bexar Co.	2021-CI04033	Greater San Antonio Transportation Company
NAVARA, Gloria v Greater San Antonio Transportation Company, Macro Transportation Company & John Doe	Navara, Gloria	57th Judicial District Court - Bexar Co.	2021-CI-04422	Greater San Antonio Transportation Company
BANUS, Rose v Greater San Antonio Transportation Company dba San Antonio Yellow Cab & Amail Jay	Banks, Rose	224th Judicial District Court - Bexar Co.	2021-CI-05851	Greater San Antonio Transportation Company
ATKINSON, Elizabeth v Greater San Antonio Transportation Company & Semere T Solumun	Atkinson, Elizabeth	Bexar County Civil Court 3	2021CV01559	Greater San Antonio Transportation Company
HERNANDEZ, David v Greater San Antonio Transportation Company & Veronica Evans	Hernandez, David	Bexar County Civil Court 3	2021CV02147	Greater San Antonio Transportation Company
ADE, Grace v Osama Ghani, Karim Ulah Bin	Ade, Grace	Justice Court, Bexar County, Precinct 2, Place 1	2152000212	Greater San Antonio Transportation Company
VASQUEZ, JORGE LUIS v. Rio Grande Valley, Inc.	Vasquez, Jorge	389th Judicial District Court	C-1119-19-H	Texas Fiesta Rio Grande Valley, Inc.
HAYS, James v. Eneka Anthony Egblue	Hays, James	Travis County Court at Law No. 1	C-1-CV-17-01954	Greater Austin Transportation Company

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SGAFOTES v Greater Austin Transportation Company dba YC, JOHN SOLEMAN, ELIANERO	Sigafotes, Daryla	Travis County Court at Law No. 2	C-1-CV-18-001086	Greater Austin Transportation Company
MYNAR, Misty v ENEDO, Justin & Greater Austin Transportation Company	Mynar, Misty	Travis County Court at Law No. 2	C-1-CV-19-000984	Greater Austin Transportation Company
CARNEY, John Paul v Greater Austin Transportation Company & CARI BARNES	Carney, John	Travis County Court at Law No. 1	C-1-CV-19-001143	Greater Austin Transportation Company
GOODING, William & Miracle v Greater Austin Transportation Company & SFRMJO, Abdawahab	Gooding, William & Miracle	Travis County Court at Law No. 2	C-1-CV-19-005677	Greater Austin Transportation Company
PROGRESSIVE County Mutual v Greater Austin Transportation Company & OMOROGBE, Osaheon Edoja	Progressive County Mutual Insurance Company	Travis County Court at Law No. 2	C-1-CV-19-010173	Greater Austin Transportation Company
CHARBONNEAU, Colbie v Greater Austin Transportation Company & Wossen Yebale Lemma	Charbonneau, Colbie	Travis County Court at Law No. 1	C-1-CV-20-002442	Greater Austin Transportation Company
GEICO Secure Insurance Company v Asim Zaid	Geico Secure Insurance Company	Travis County Court at Law No. 2	C-1-CV-20-005066	Greater Austin Transportation Company
USA General Indemnity Co. v Greater Austin Transportation Company & Abdelwahab A. Shaino	USA General Indemnity Co.	Travis County Court at Law No. 2	C-1-CV-20-003276	Greater Austin Transportation Company
PROGRESSIVE County Mutual Insurance Company v Greater Austin Transportation Company & Adewua Devine	Progressive County Mutual Insurance Company	Travis County Court at Law No. 2	C-1-CV-20-005180	Greater Austin Transportation Company
NAVARRO, Gerardo, et al. v Greater Houston Transportation Company, Fiesta Cab Co., & Jonathan Gonzalez (CL-20-1547-AJ-71465-04162019-851R)	Navarro, Gerardo Ramirez, Kaita	Hidalgo County Court at Law No. 1	CL-20-1547-A	Fiesta Cab Company, Greater Houston Transportation Company
STATE FARM Mutual Automobile Insurance Company as Subrogee of Jesus Zamora v Fiesta Cab Co. & Robert Gillie	State Farm Mutual Automobile Insurance Company	Hidalgo Civil Court at Law No. 2	CL-20-3449-3	Fiesta Cab Company
Reynolds, Andrea v. Greater Austin Transportation Company & Williams	Reynolds, Andrea	250th Judicial District Court - Travis Co.	D-1-GN-15-005778	Greater Austin Transportation Company
Auna, Joanne v. Greater Austin Transportation Company	Auna, Joanne	459th Judicial District Court - Travis Co.	D-1-GN-1705764	Greater Austin Transportation Company
RUMERY SCHWENKEEN v Greater Austin Transportation Company and Abdelkhalik SELBHAR	Rumery, Oscar Schwennken, Stephen	220th Judicial District Court - Bexar Co.	D-1-GN-18-000481	Greater Austin Transportation Company
SCOTT, LAND UNDERWOOD v Greater Austin Transportation Company and Tamar Cruz	Underwood, Scottland	201st Judicial District Court - Travis Co.	D-1-GN-18-001478	Greater Austin Transportation Company
BELL, Michelle v. YC OF AUSTIN & SERAFI SOLOMON Muilen, Haynes, Donita, ET AL v Greater Austin Transportation Company & ASDUW WAHAB	Bell, Michelle	455th Judicial District Court of Travis County	D-1-GN-18-000937	Greater Austin Transportation Company
OLINMONES, Nicole v. Greater Austin Transportation Company & KHAN, Said	Haynes, Donita Quinones, Nicole	98th Judicial District Court - Travis Co.	D-1-GN-19-005611	Greater Austin Transportation Company
		150th Judicial District Court - Travis Co.	D-1-GN-19-006201	Greater Austin Transportation Company

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HEREDIA, DEVON v Greater Austin Transportation Company & Kazuo Ishii	Heredia, Devon	250th Judicial District Court - Travis Co.	D-1-GN-19-007554	Greater Austin Transportation Company
IVE, Nonda v Greater Austin Transportation Company ATX Yellow Cab LLC and YCPS	Ive, Nonda	345th Judicial District Court	D-1-GN-20-000478	Greater Austin Transportation Company
PICK, Lexus v Greater Austin transportation Company and Sharma Alka Mohamed	Polk, Lexus	53rd Judicial District Court	D-1-GN-20-000594	Greater Austin Transportation Company
RODRIGUEZ, Alma Rangel (estate of Mark Koch) v Greater Austin Transportation Company & Ortiz	Rodriguez, Alma	53rd Judicial District Court	D-1-GN-20-000728	Greater Austin Transportation Company
WRIGHT, Tierra & SANCHEZ, Eleanor v Greater Austin Transportation Company & ELANIRANI, Hamid	Wright, Tierra	58th Judicial District Court	D-1-GN-20-002775	Greater Austin Transportation Company
GREEN, Renee v YEP/DEVINE, Adawna & Greater Austin Transportation Company	Green, Renee	53rd Judicial District Court	D-1-GN-20-003289	Greater Austin Transportation Company
PEVALOZA, Gerardo & SANCHEZ, Diana v Greater Austin Transportation Company & Jaffer, Zandy	Pevaloza, Gerardo	250th Judicial District Court - Travis Co.	D-1-GN-20-003352	Greater Austin Transportation Company
MARTINEZ, Leslie & CHAVEZ, Samantha v Greater Austin Transportation Company & BOCANIGRA, Patrick	Martinez, Leslie	261st Judicial District Court	D-1-GN-20-003353	Greater Austin Transportation Company
CABRERA, Juan Soto v Greater Austin Transportation Company & Berkey, Waldegebel	Cabrera, Juan	250th Judicial District Court - Travis Co.	D-1-GN-20-005740	Greater Austin Transportation Company
MITCHELL, Samantha v Jeter	Mitchell, Samantha	Justice of Peace, Precinct 1, Travis County	J1-CV-18-005612	Greater Austin Transportation Company
KNIGHT, Kelley Krista v Greater Austin Transportation Company & Kamran Shah	Knight, Kelley	Justice of Peace, Precinct 2, Travis County	J2-CV-20-000412	Greater Austin Transportation Company
ARMSTRONG, James / JOSEPH v Greater Austin Transportation Company dba YC, BRYAN	Armstrong, James	200th Judicial District Court - Travis Co.	No. D-1-GN-18-005107	Greater Austin Transportation Company
PROGRESSIVE County Mutual v FC Service Corporation & Mohammed Ashawa	Progressive County Mutual Insurance Company	55th Civil District Court - Harris County	2019-44557	Greater Houston Transportation Company
PROGRESSIVE County Mutual Insurance Company v Greater Houston Transportation Company & Adaway Insurance Company	Progressive County Mutual Insurance Company	157th Civil District Court - Harris County	2019-11056	Greater Houston Transportation Company
SOSSOM, Craig A. v ANIL PADOSHAMIR and YELLOW ISLAM, Farim	Sossom, Craig A.	353rd Judicial District Court - Travis Co.	D-1-GN-18-00596	Greater Austin Transportation Company
JORDAN, Jonathan v MOIMINUL MAH	Jordan, Jonathan	151st Civil District Court - Harris County	2017-24596	Greater Houston Transportation Company
ELLIS, Lunita v Milton Birmingham and Greater Houston Transportation Company	Ellis, Lunita	157th Civil District Court - Harris County	2018-38441	Greater Houston Transportation Company
SANVEE, George Acquette v Hamid Bentzayd	Sanvee, George Acquette	270th Civil District Court - Harris County	2017-75888	Greater Houston Transportation Company

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COUNTEE, Ida v. Greater Houston Transportation Company and Estate	COUNTEE, Ida	157th Civil District Court - Harris County	2017-52401	Greater Houston Transportation Company
Haack, Kimberly v Greater San Antonio Transportation Company & Waheed Khanreh	Haack, Kimberly	22nd Judicial District Court - Bexar Co. Bexar County Presiding Court	2020CG02399	Greater San Antonio Transportation Company
NICONALD, Patricia v. Greater San Antonio Transportation Company & Wichita		43rd Judicial District Court - Bexar Co. Bexar County Presiding Court	2014CI1932	Greater San Antonio Transportation Company
GICO County Mutual Insurance Company v. Greater Houston Transportation Company & Michael Usami	Seico County Mutual Insurance Company	Justice Court, Harris County, Precinct 4, Place 1	21410054818	Greater Houston Transportation Company
BRIDGES, Eleonora v Testamichael Trefugel	BRIDGES, Eleonora	1529th Civil District Court - Harris County	2018-50550	Greater Houston Transportation Company
LISCOM, Alexis v Salih Hassan Ismail	Liscom, Alexis	Harris Co. Court at Law No. 1	112835	Greater Houston Transportation Company
THOMPSON, Jonas v Tiffany Fitzgerald (70775-08242018SS5)	Thompson, Jonas	Harris Co. Court at Law No. 1	1139623	Greater Houston Transportation Company

**Schedule 3.8 to Asset Purchase Agreement**

**Legal Proceedings**

**(CONTINUED)**

List of Legal Proceedings against FCC is attached.

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## ATTACHMENT SOFA #7

Plaintiff Name	Plaintiff(s)	Court	Cause #	Entity Involved
SUTTON, Derrick/LINDSEY, June v. Greater Houston Transportation Company	Sutton, Derrick	Harris Co. Court at Law No. 2	1110227	Greater Houston Transportation Company
WARD, Delsynvin v. Edward Williams and Greater Houston Transportation Company	Ward, Delsynvin	Harris Co. Court at Law No. 3	1116979	Greater Houston Transportation Company
MORRIS, Shirley v. Greater Houston Transportation Company and AMOAH, Mark A.	Morris, Shirley	Harris Co. Court at Law No. 2	1126060	Greater Houston Transportation Company
ABEDEN, Zahra v. Greater Houston Transportation Company	Abedon, Zahra	Harris Co. Court at Law No. 1	1140369	Greater Houston Transportation Company
ACCC Insurance Company v Greater Houston Transportation Company dba United Cab Company & CESAR LIS ESCOBAR	ACCC Insurance Company	Harris Co. Court at Law No. 4	1142553	Greater Houston Transportation Company
PHAM, Hong v. Greater Houston Transportation Company & Rana Kahn		Harris Co. Court at Law No. 4	1144791	Greater Houston Transportation Company
MORALES, Jr., Felipe; MORALES, Lillian, a/k/a/f/ Alexander MORALES, Jr., Felipe; MORALES, Lillian, a/k/a/f/ Alexander Brock, Nancy	Brock, Nancy	Harris Co. Court at Law No. 2	1148554	Greater Houston Transportation Company
ROCK, Nancy v. Greater Houston Transportation Company dba YC Company and/or IC & Marvis Frederic Clermonts		Harris Co. Court at Law No. 1	1150477	Greater Houston Transportation Company
CENTRAL Mutual Ins Co & Charles Heims, Jr. v. Greater Houston Transportation Company dba YC Company	Central Mutual Insurance	Harris Co. Court at Law No. 3	1154856	Greater Houston Transportation Company
ALLSTATE Fire & Casualty Insurance Company, et al v. Allstate Fire & Casualty Greater Houston Transportation Company dba Yellow Cab	Allstate Fire & Casualty Insurance Company	Harris Co. Court at Law No. 4	1155225	Greater Houston Transportation Company
BEDFORD, Terriay v Greater Houston Transportation Company	Bedford, Terriay	Harris Co. Court at Law No. 3	1155439	Greater Houston Transportation Company
AUTO CLUB County Mutual Ins. Co. v Greater Houston Transportation Company & Rene S. Barrios TAYLOR, Quintin and COLLINS, ISCH Civil District Court - Harris County	Auto Club County Mutual Insurance Ins. Co.	Harris Co. Court at Law No. 3	1155600	Greater Houston Transportation Company
HARRISON, Robin F. v HALL, James A. & Greater Houston Transportation Company dba YC DE LA GARZA, Sarah v Greater Houston Transportation Company dba YC & RAZA, Ahmed	HARRISON, Robin F.	215th Civil District Court - Harris County	201937953	Greater Houston Transportation Company
Alvarez, Kennia v SAINT GINAT GEICO-TAYLOR, LASHAMECA v Pierre Nikoue & Greater Houston Transportation Company	Alvarez, Kennia	Justice Court, Harris County Precinct 1, Place 3	181200496957	Greater Houston Transportation Company
		Justice Court, Harris Co. - Precinct 5, Place 1	195100290264	Greater Houston Transportation Company

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AMICA Mutual Insurance Company as Subrogee of Patrick Moore v Greater Houston Transportation Company & Mohamed Malick Barry	Amica Mutual Insurance Company	Justice Court, Harris County, Precinct 1, Place 1 201100223621	Greater Houston Transportation Company
ALLSTATE Fire & Casualty Insurance Company as Subrogee of Gwen Reed v Greater Houston Transportation Company & Sharlene Coleman	Allstate Fire and Casualty Insurance Company as Subrogee of Alejandro Nisman	Justice Court, Harris County, Precinct 1, Place 1 201100223862	Greater Houston Transportation Company
JENNINGS, Richard v Greater Houston Transportation Company, Albina Yargo Bruce & Larry Conrad Ochs	Jennings, Richard	Justice Court, Harris County, Precinct 1, Place 2 201200018926	Greater Houston Transportation Company
GLESBY, Gary v Greater Houston Transportation Company & Alebanie Wolla Kobaade	Glesby, Gary	Justice Court, Harris County, Precinct 1, Place 2 201200019128	Greater Houston Transportation Company
ALLSTATE County Mutual Insurance Company as Subrogee of Patricia Ramirez v Greater Houston Transportation Company & Benjamin Iheraj	Allstate County Mutual Insurance Company	Justice Court, Harris County, Precinct 5, Place 1 205100337870	Greater Houston Transportation Company
AMWINS Specialty Auto, Inc. dba Old American County Mutual as Subrogee of Maria Hernandez v Greater San Antonio Transportation Company & Luis R. Borrego Mas	Amwins Specialty Auto, Inc.	Justice Court, Harris County, Precinct 5, Place 2 215200143223	Greater Houston Transportation Company
STATE FARM v. Greater San Antonio Transportation Company dba RC	State Farm	JP Court - Bexar Co. Precinct 1, Place 2 125200131	Greater San Antonio Transportation Company
SOCIO v. Greater Houston Transportation Company/Gok, Inc., Perez/Perez v. Greater Houston Transportation Company dba VCI/ELWENCO NIKELIA	Socio, Frize Perez, Diane & Ricky	270th Civil District Court - Harris County 2015-54117	Greater Houston Transportation Company
VERA, Raymond v. Greater Houston Transportation Company - JAMES HALL	Vera, Raymond	234th Civil District Court - Harris County 2016-32437	Greater Houston Transportation Company
ALARCON v. Greater San Antonio Transportation Company and Lormeus	ALARCON, YOLANDA	408th Judicial District Court - Bexar Co. 2016CR15753	Greater San Antonio Transportation Company
DAVIS, Destiny v. Greater Houston Transportation Company	Davis, Destiny	234th Civil District Court - Harris County 2017-44035	Greater Houston Transportation Company
SANCHEZ, Ruben v. Greater Houston Transportation Company & TIRTEL TURNER	Sanchez, Ruben	270th Civil District Court - Harris County 2017-7833	Greater Houston Transportation Company
LAWMOND, James v. Mancor Ahmad and Greater Houston Transportation Company	Lawmond, James	270th Civil District Court - Harris County 2017-7956	Greater Houston Transportation Company

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ESPARRA, Mary & MARTINEZ-DUENAS, Zulma v Greater San Antonio Transportation Company & GODTON, Rebel	Esparraza, Mary Duenas, Zulma	407th Judicial District Court	2017-CI-7286	Greater San Antonio Transportation Company
NEWKIRK, Annaleigh CRUZ et al. v HASHIM, Tariq et al;	NEWKIRK, Annaleigh CRUZ	166th Civil District Court - Bexar Co.	2017-CI-23397	Greater San Antonio Transportation Company
GLORIA, Stephanie v KANAKERI; and Greater San Antonio Transportation Company	GLORIA, Stephanie	Bexar Co. Court at Law No. 10	2017-CV-04556	Greater San Antonio Transportation Company
SALDIVAR, Nancy L. v MAXWELL, Theodore & Greater Houston Transportation Company	SALDIVAR, Nancy L	295th Civil District Court - Harris County	2018-22725	Greater Houston Transportation Company
JACKSON, Margaret v. BUFFIN-Lewis, Reanda D.	Jackson, Margaret	215th Civil District Court - Harris County	2018-34859	Greater Houston Transportation Company
SANTILLAN, GINITH v Greater Houston Transportation Company and SETH BLIZZMAN	Santillan, Ginith	333rd Civil District Court - Harris County	2018-36545	Greater Houston Transportation Company
BROWN, Gail (John Wesley Brown-deceased); v Greater Houston Transportation Company & Adenji Famajuro	Goun, Independent Executive of the Estate of John Wesley Brown Sr., Deceased, Gail	270th Civil District Court - Harris County	2018-45707	Greater Houston Transportation Company
GONZA, Maria v HALL, James & Greater Houston Transportation Company	GONZA, Maria	61st Civil District Court - Harris County	2018-47874	Greater Houston Transportation Company
RAMOS, Jose v Greater Houston Transportation Company, TX TAXI CAB	Oruel, Emmanuel	157th Civil District Court - Harris County	2018-53315	Greater Houston Transportation Company
JONES, Willie Lee (JONES, Don) v Greater Houston Transportation Company	JONES, Willie Lee	138th Civil District Court - Harris County	2018-50192	Greater Houston Transportation Company
JONES, Don v Greater Houston Transportation Company dba YC & V BROOKS	JONES, Don	150th Civil District Court - Harris County	2018-63057	Greater Houston Transportation Company
BARRILAS, Marlon v Greater Houston Transportation Company & ARMANDO RYNNE, Mary v. Greater Houston Transportation Company, Kamran SALIM	Barrillas, Marlon	61st Civil District Court - Harris County	2018-57285	Greater Houston Transportation Company
GONZALEZ, Damaris & FLORES, Hilda v Greater Houston Transportation Company dba YC	RYNNE, Mary	281st Civil District Court - Harris County	2018-75572	Greater Houston Transportation Company
HAWKINS, Vanita v. VEYRA, Clarise	GONZALEZ, Damaris & FLORES, Hilda	139th Civil District Court - Harris County	2018-78472	Greater Houston Transportation Company
PRINGLE, Karl and ANDERSON, Halley v Greater Houston Transportation Company	HAWKINS, Vanita	129th Civil District Court - Harris County	2018-79268	Greater Houston Transportation Company
JONES, Deborah A. v. Greater Houston Transportation Company and ZEFREWA WAINNA KOBOTO	Pringle, Karl Anderson, Haley	281st Civil District Court - Harris County	2018-80101	Greater Houston Transportation Company
OLATUNBOSUN, Emmanuel and RAMOS, Paul vs. Greater Houston Transportation Company dba YC	Wainright, Dawson	151st Civil District Court - Harris County	2018-91721	Greater Houston Transportation Company
OLATUNBOSUN, Emmanuel and RAMOS, Paul vs. Greater Houston Transportation Company dba YC	Olatunbosun, Emmanuel	295th Civil District Court - Harris County	2018-33550	Greater Houston Transportation Company

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TEMISAN, Juhaz Alex v. Scudrock, Shannon Deberry / EAGLE Sherrita Michelle v. Greater Houston Transportation Company d/b/a YC et al;	Chants, Lester	133rd Civil District Court - Harris County	2018-84556	Greater Houston Transportation Company
BALDEZ, Nancy v. Greater Houston Transportation Company and SHAWVAIL	BALDEZ, Nancy	125th Civil District Court - Harris County	2018-84712	Greater Houston Transportation Company
WILLIAMS, Keisha v. Greater Houston Transportation Company & Phillip Mbianda Awah	WILLIAMS, Keisha	55th Civil District Court - Harris County	2018-85538	Greater Houston Transportation Company
HANCOCK, Mary v. Greater San Antonio Transportation Company, DIRSHAYE	HANCOCK, Mary	45th Civil District Court - Bexar Co.	2018C00223	Greater San Antonio Transportation Company
HILL, Raymond v. YELLOW CAB TAXI and JESSE	HILL, Raymond	131st Judicial District Court - Bexar Co.	2018C00778	Greater San Antonio Transportation Company
DEL CUETO, Andrew v. Nunes, Robert and Greater San Antonio Transportation Company	DEL CUETO, Andrew	156th Civil District Court - Bexar Co.	2018C05373	Greater San Antonio Transportation Company
REYES, Blanca v. ABDALLAH, Nasreldin & Greater San Antonio Transportation Company	REYES, Blanca	285th Judicial District Court - Bexar County	2018C06510	Greater San Antonio Transportation Company
GONZALEZ, Melinda v. Greater San Antonio Transportation Company, FLORES, A	GONZALEZ, Melinda	75th Judicial District Court - Bexar Co.	2018C11144	Greater San Antonio Transportation Company
BUCK, Jack Lee/POWER, Lee v. Greater San Antonio Transportation Company & Alberto Flores	BUCK, Jack Lee/POWER, Lee	155th Civil District Court - Bexar Co.	2018C114192	Greater San Antonio Transportation Company
ALVARADO, Roberto v. FAROCQ, Abdul & Greater San Antonio Transportation Company	ALVARADO, Roberto	285th Judicial District Court - Bexar County	2018C11623	Greater San Antonio Transportation Company
RUIZ, Frank et al v. Greater San Antonio Transportation Company & HOSSAIN, Giner	RUIZ, Frank Marte, Tristan	37th Judicial District Court	2018C117820	Greater San Antonio Transportation Company
RODRIGUEZ, Joseph v. AFRIDI and Greater San Antonio Transportation Company	RODRIGUEZ, Joseph	166th Civil District Court - Bexar Co.	2018C123165	Greater San Antonio Transportation Company
GARCIA, Patricia v. Greater San Antonio Transportation Company, HUMBERTO, Edgar	GARCIA, Patricia	45th Civil District Court - Bexar Co.	2018-C-24185	Greater San Antonio Transportation Company
SULLIVAN, Ara v. Greater Houston Transportation Company & GREEN, Yolanda	SULLIVAN, Ara	270th Civil District Court - Harris County	2019-03363	Greater Houston Transportation Company
Villafranca Body Shop v. Greater Austin Transportation Company d/b/a YC	Villafranca Body Shop	Travis Co. Court at Law No. 1	2019-05363	Greater Houston Transportation Company
TORRES, Juan C. v. AFERNAL, Dawit & YELLOW CAB CC.	TORRES, Juan C.	270th Civil District Court - Harris County	2019-0527	Greater Houston Transportation Company

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BRAGGS, Linda Young v. Greater Houston Transportation Company d/b/a/ta YC & Barnardel Adekwumi & Blanca Range/Turner	BRAGGS, Linda Young	270th Civil District Court - Harris County	2019-11085	Greater Houston Transportation Company
ROBERTS, Brady v. FIESTA CAB CO.	Roberts, Brady	215th Civil District Court - Harris County	2019-15276	Fiesta Cab Company
BRAGGS, Linda Young v. YAZCHI SERHE HAATSELSUS & Greater Houston Transportation Company	BRAGGS, Linda Young	189th Civil District Court - Harris County	2019-19955	Greater Houston Transportation Company
STEWART, Cathy & BLACK, Jeovindlyn v. Greater Houston Transportation Company & HOWINGTON, Robert	STEWART, Cathy & BLACK, Jeovindlyn	333rd Civil District Court - Harris County	2019-26129	Greater Houston Transportation Company
Miranda SAVALA v. Mauricio Aguil BARROS & Greater Houston Transportation Company d/b/a YC	Miranda SAVALA	129th Civil District Court - Harris County	2019-32589	Greater Houston Transportation Company
SMITH, Everett Harrison II & Houston Transportation Company & John Doe	SMITH, Everett Harrison II & Rebecca T.	154th Civil District Court - Harris County	2019-32748	Greater Houston Transportation Company
MOORE, Ebony v. Greater Houston Transportation Company & Pamela JEFFERSON	Moore, Ebony	127th Civil District Court - Harris County	2019-14482	Greater Houston Transportation Company
JUSTICE, Carol Denise v. Greater Houston Transportation Company & MILLS, Jermaine	JUSTICE, Carol Denise	215th Civil District Court - Harris County	2019-47562	Greater Houston Transportation Company
BRENT, Kiana N. v. Greater Houston Transportation Company & BENGALY KARAFALAN	BRENT, Kiana, N.	333rd Civil District Court - Harris County	2019-53694	Greater Houston Transportation Company
QUJANO, Anastacia Torres v. FRANCISCO, Arvin	QUJANO, Anastacia Torres	255th Civil District Court - Harris County	2019-57125	Greater Houston Transportation Company
HAMPTON, Nevan v. Greater Houston Transportation Company & FREDERICK	HAMPTON, Nevan	255th Civil District Court - Harris County	2019-54659	Greater Houston Transportation Company
AMADOR, Olwin J. v. Greater Houston Transportation Company & MORAN EXVAL	AMADOR, Olwin J.	281st Civil District Court - Harris County	2019-57017	Greater Houston Transportation Company
ARMAS, Daniel v. Texas Fiesta, Inc. d/b/a Fiesta Cab Company and Greater Houston Transportation Company & Cesar Luis Escobar	Armas, Daniel Lopez, Claudia	333rd Civil District Court - Harris County	2019-73266	Greater Houston Transportation Company, Fiesta Cab Company
HORELAO, Lydia v. Tauden A. Oshodi	Horelaao, Lydia	151st Civil District Court - Harris County	2019-38372	Greater Houston Transportation Company, Fiesta Cab Company
MARTINEZ, Christela v. Greater Houston Transportation Company & David Obi	Martinez, Christela	151st Civil District Court - Harris County	2019-89977	Greater Houston Transportation Company

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HARPSFIELD, Cynthia v. Greater San Antonio Transportation Company & Ahmad Rasheed	Hartfield, Cynthia	224th Judicial District Court - Bexar Co.	2019CI00611	Greater San Antonio Transportation Company
DUMAPIAS, Myra v. Greater San Antonio Transportation Company, Elvi, Ali Ahmed	Dumalias, Myra	285th Judicial District Court - Bexar County	2019CI02781	Greater San Antonio Transportation Company
URRUTIA, Victoria & Jonathan v. Greater San Antonio Transportation Company & WORKU, Berhane	Urrutia, Jonathon Urrutia, Victoria	37th Judicial District Court	2019CI09779	Greater San Antonio Transportation Company
AUGUST, Katherine v. Greater San Antonio Transportation Company, MIDDONI, Salvatore	August, Katherine	73rd Judicial District Court - Bexar Co.	2019CI10474	Greater San Antonio Transportation Company
BCCANIGRA, Luis et al v. Greater San Antonio Transportation Company, ALVARADO, Hilario	Bocanegra, Tina Rodriguez, Kimberly Martinez, Louise	285th Judicial District Court - Bexar County	2019CI11950	Greater San Antonio Transportation Company
HODGES, Walter & KELBANE, James N. v. Greater San Antonio Transportation Company	Hodges, Walter Kilbane, James	408th Judicial District Court - Bexar Co.	2019CI13394	Greater San Antonio Transportation Company
SCHOBER, Bryan v. WALKER, Thomas & Greater San Antonio Transportation Company	Schobier, Bryan	Bexar County Civil Court 1D	2019CI00832	Greater San Antonio Transportation Company
MARTINEZ, Cynthia v. Greater San Antonio Transportation Company, Elvi, Ali Ahmed	Martinez, Cynthia	Bexar County Civil Court 3	2019CV05089	Greater San Antonio Transportation Company
CUELLAR, Cristina v. Greater San Antonio Transportation Company, ROJAS, Samullah	Cueller, Cristina	Bexar County Civil Court 3	2019CV07025	Greater San Antonio Transportation Company
GEICO v. Greater San Antonio Transportation Company, AYATULLAH, Adil	GEICO	Bexar Co. Court at Law No. 10	2019CV07414	Greater San Antonio Transportation Company
TERRY, Laura Corina v. Greater Houston Transportation Company & Donrell Cotton, Viva Cotton, Carlos G Marquez	Terry, Laura	39th Civil District Court - Harris County	2020-01398	Greater Houston Transportation Company
ZAMORA, Elmer v. Greater Houston Transportation Company, Felix Atkinson & Wal Loon Ng	Zamora, Elmer	269th Civil District Court - Harris County	2020-01898	Greater Houston Transportation Company
WIPFELSON, James & NEAL, Oliver v. Greater Houston Transportation Company & Taiwo Fawehinmi	Wipfelson, James Neal, Oliver	157th Civil District Court - Harris County	2020-03282	Greater Houston Transportation Company
GARCIA, Carlos v. Greater Houston Transportation Company & YC and Baldwin Welders	Garcia, Carlos	12th Civil District Court - Harris County	2020-03240	Greater Houston Transportation Company
BROOKINS, Elizabeth v. Greater Houston Transportation Company & Taiwo Fawehinmi	Brookins, Elizabeth	80th Civil District Court - Harris County	2020-05360	Greater Houston Transportation Company
UNITED Financial Casualty Company v. Greater Houston Transportation Company	United Financial Casualty Company	113th Civil District Court - Harris County	2020-05878	Greater Houston Transportation Company

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ANSARI, Mostafa v. Greater Houston Transportation Company & Chivakaramia Adesina	Ansari, Mostafa	11th Civil District Court - Harris County	2020-1182	Greater Houston Transportation Company
Jenkins, Johnny v Babineaux, Michael and Greater Houston Transportation Company	Jenkins, Johnny	164th Civil District Court - Harris County	2020-12719	Greater Houston Transportation Company
HENSON, Linda v Appliance Warehouse & Yellow Cab Company of Houston, Inc., et al	Henson, Linda	125th Civil District Court - Harris County	2020-15025	Greater Houston Transportation Company
BRAUCHI, Theodora v Greater Houston Transportation Company, Pablo Sosa & Saro Demessa	Brauchi, Theodora	333rd Civil District Court - Harris County	2020-20565	Greater Houston Transportation Company
ROBBINS, Charles v Greater Houston Transportation Company dba YC & Fastini Clement	Robbins, Charles	270th Civil District Court - Harris County	2020-22307	Greater Houston Transportation Company
BENSON, Tommy v Greater Houston Transportation Company, Taxi Fiesta REV, Fiesta Cab Company & John Doe	Benson, Tommy	234th Civil District Court - Harris County	2020-24989	Fiesta Cab Company
JOHNSON, Sparkle v Greater Houston Transportation Company dba YC & Ta Chyna Watson	Johnson, Sparkle	61st Civil District Court - Harris County	2020-25422	Greater Houston Transportation Company
GRAVES, Jamarcus Smith v Greater Houston Transportation Company	Graves, Jamarcus	333rd Civil District Court - Harris County	2020-27311	Greater Houston Transportation Company
BROWN, John v Greater Houston Transportation Company dba YC & Wilbert Rhodes	Brown, John	30th Civil District Court - Harris County	2020-28336	Greater Houston Transportation Company
THRASH, Lorenzo v Greater Houston Transportation Company dba YCH & John Doe	Thrash, Lorenzo	151st Civil District Court - Harris County	2020-31786	Greater Houston Transportation Company
EPPS, Diana v Greater Houston Transportation Company & Fredrick Dewayne Williams	Epps, Diana	151st Civil District Court - Harris County	2020-33115	Greater Houston Transportation Company
WOLFE, Randy v Greater Houston Transportation Company & NIOKU, Godwin Coenmeren	Wolfe, Randy	157th Civil District Court - Harris County	2020-34153	Greater Houston Transportation Company
KISHINOVSKY, Leonid and The Kishinovsky Law Firm PLC v. Greater Houston Transportation Company dba YC	Kishinovsky, Leonid	215th Civil District Court - Harris County	2020-34900	Greater Houston Transportation Company
TORALES, Regina v Greater Houston Transportation Company dba YC & Hernan Morales	Torales, Regina	80th Civil District Court - Harris County	2020-35655	Greater Houston Transportation Company
JEFFERSON, Juanita v Greater Houston Transportation Company, Yellow Cab Service Corporation & George Adesina	Jefferson, Juanita	157th Civil District Court - Harris County	2020-36087	Greater Houston Transportation Company

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JOHNSON, Jacob and HAMILTON, Brandi v Greater Houston Transportation Company & Marvin, Clemens	Johnson, Jacob	157th Civil District Court - Harris County	2020-42777	Greater Houston Transportation Company
EAGLE, Sharita Michelle v Greater Houston Transportation Company d/b/a YC, et al.	Eagle, Sharita	164th Civil District Court - Harris County	2020-45405	Greater Houston Transportation Company
RACHEL, Betty & Martin v Greater Houston Transportation Company & Hussein, Jason	Rachael, Martin	151st Civil District Court - Harris County	2020-49888	Greater Houston Transportation Company
AYALA, Marilyn v Greater Houston Transportation Company & Adelito S. Bessa	Ayala, Marilyn	11th Civil District Court - Harris County	2020-52756	Greater Houston Transportation Company
PERKINS, Donald & Gloria v Greater Houston Transportation Company d/b/a YC & Lucky Embabulele	Perkins, Donald	334th Civil District Court - Harris County	2020-53590	Greater Houston Transportation Company
THOMAS, Lakiesha v Greater Houston Transportation Company d/b/a YC & Francisco Castillo	Thomas, Lakiesha	127th Civil District Court - Harris County	2020-53812	Greater Houston Transportation Company
RUIZ, Marjorie, Indiv and d/b/a of R.R., a minor v Greater Houston Transportation Company & Wayne Alton Dobson	Ruiz, Marjorie	152nd Civil District Court - Harris County	2020-57479	Greater Houston Transportation Company
OLEMBO, Lydia v Greater Houston Transportation Company & Benjamin Ernaka Ihameje	Olembo, Lydia	259th Civil District Court - Harris County	2020-59938	Greater Houston Transportation Company
BROWN, Kerry Dan Jr. v Greater Houston Transportation Company & Lawrence Khan	Brown, Kerry	269th Civil District Court - Harris County	2020-59945	Greater Houston Transportation Company
RAVIREZ, Patricia v. Greater Houston Transportation Company d/b/a YC & Benjamin Ernaka Ihameje	Ravirez, Patricia	80th Civil District Court - Harris County	2020-57024	Greater Houston Transportation Company
JEFFERSON, Celia v Greater Houston Transportation Company, Carlos Montano & Matthew Alan Wakefield	Jefferson, Celia	125th Civil District Court - Harris County	2020-57476	Greater Houston Transportation Company
CONTRERAS, Ana Maria Beatriz v Greater Houston Transportation Company & Guy P. Harwell	Contreras, Ana Maria	333rd Civil District Court - Harris County	2020-70287	Greater Houston Transportation Company
GARCIA, Horacio v Greater Houston Transportation Company & Terrance Scott	Garcia, Horacio	281st Civil District Court - Harris County	2020-70564	Greater Houston Transportation Company
MONTGOMERY, Nenita v Greater Houston Transportation Company d/b/a YC	Montgomery, Nenita	157th Civil District Court - Harris County	2020-77084	Greater Houston Transportation Company
CHARLES, Tyrone v Greater Houston Transportation Company & John Doe	Charles, Tyrone	61st Civil District Court - Harris County	2020-75570	Greater Houston Transportation Company
MARTINEZ, Ariana & BRENT, Richard v Greater Houston Transportation Company, Iaquista Kelley & Solaji O'Sullivan	Martinez, Ariana	127th Civil District Court - Harris County	2020-75877	Greater Houston Transportation Company
ECHAVARRIA, Juan Antonio Aguilera v Greater Houston Transportation Company d/b/a YC & "John Doe"	Aguilar, Echavarria, Juan	269th Civil District Court - Harris County	2020-75902	Greater Houston Transportation Company

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MORRIS, Tanisha v. Greater Houston Transportation Company d/b/a TC & Georgia State	Moors, Tennessee	51st Civil District Court - Harris County	2020-83778	Greater Houston Transportation Company
OLIVARES, Joshua v. Greater San Antonio Transportation Company d/b/a SA TC & Nash Dewood	Olivarez, Joshua	188th Judicial District Court - Bexar Co.	2020C00464	Greater San Antonio Transportation Company
CEPEA, Jaime H. v. Greater San Antonio Transportation Company d/b/a TC, Brandon R. Jones & Mohamed I. Haffy	Cepeda, James	166th Civil District Court - Bexar Co.	2020C03527	Greater San Antonio Transportation Company
KELLY, Jamie v. Greater San Antonio Transportation Company, Inc. of San Antonio & Donald Ward	Kelly, Jamie	224th Judicial District Court - Bexar Co.	2020C06540	Greater San Antonio Transportation Company
MORALEZ, Jennifer Nichols v. Greater San Antonio Transportation Company & Omnicaball Mallorca	Morales, Jennifer	407th Judicial District Court	2020C11028	Greater San Antonio Transportation Company
LORENZANA, Daniela & Stephanie Mendez v. San Antonio Transportation Company	Lorenzana, Daniela	57th Judicial District Court - Bexar Co.	2020C15254	Greater San Antonio Transportation Company
AMER, Fatia, Yasmeen, Ahmed & Eman Alattamri v. Greater San Antonio Transportation Company & Francisco Rodriguez	Amer, Fatia	110th Judicial District Court - Bexar Co.	2020C22653	Greater San Antonio Transportation Company
MCGILLIS, Amanda art. Cusima Washington, minor v. Greater San Antonio Transportation Company & Tsegab, T. Fishave	Mcgillis, Amanda	Bexar County Civil Court 3	2020CV0733	Greater San Antonio Transportation Company
MONTFORD, John v. Greater San Antonio Transportation Company & Nasereidin S. Abdallah	Montford, John	Bexar County Civil Court 3	2020CV01651	Greater San Antonio Transportation Company
RODRIGUEZ, Leandro, et al v. HALE, Nagos H.	Rodriguez, Leandro	Bexar County Civil Court 10	2020CV01130	Greater San Antonio Transportation Company
GENCO County Mutual Insurance Company v. Greater San Antonio Transportation Company & Tsegab T. Fishave	Gelon County Mutual Insurance Company	Bexar County Civil Court 10	2020CV0552	Greater San Antonio Transportation Company
SIMS, Terrence v. Greater Houston Transportation Company & Eric Wilkinson	Sims, Terrence	55th Civil District Court - Harris County	2021-09339	Greater Houston Transportation Company
MALURICE, Betty v. Greater Houston Transportation Company & Nitju Arboda	Malurice, Betty	190th Civil District Court - Harris County	2021-17540	Greater Houston Transportation Company
PROFFIT, Curtis v. Greater Houston Transportation Company, Montana Carlos & Matthew Alan Wakesfield	Proffit, Curtis, and Charrmin, Grav	165th Civil District Court - Harris County	2021-17630	Greater Houston Transportation Company
MARNERS, David Tatumi v. Greater Houston Transportation Company, Carlos Albert Pineda & Dorcas J.L. Murphy	Marners, David	127th Civil District Court - Harris County	2021-20538	Greater Houston Transportation Company
JOINES, Denise v. Greater Houston Transportation Company & GRANT, Terrance Lorraine	Joiner, Denise	215th Civil District Court - Harris County	2021-22910	Greater Houston Transportation Company

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SANTOS, Emely v Greater Houston Transportation Company & Chiadu Money	Santos, Emely	154th Civil District Court - Harris County	2021-25607	Greater Houston Transportation Company
BARNES, Erica v Greater Houston Transportation Company aka YC & Tajuden Atade Ostrodi	Barnes, Erica	129th Civil District Court - Harris County	2021-26176	Greater Houston Transportation Company
DEHOUSSELE, Lillian v Greater Houston Transportation Company & Juan Garcia	DEHOUSSELE, Lillian	55th Civil District Court - Harris County	2021-28542	Greater Houston Transportation Company
BURGAGE, Neema v Greater Houston Transportation Company, Steve Harter, Nikke Spears, Yaping Zhou & Terri Keith Seaford	BURGAGE, Neema	164th Civil District Court - Harris County	2021-29968	Greater Houston Transportation Company
MALONE, Wynell Morris v Greater Houston Transportation Company aka YC	Malone, Wynell Morris	113th Civil District Court - Harris County	2021-31359	Greater Houston Transportation Company
PRESTON, Lauren v Greater Houston Transportation Company & Bruce Albinia	Preston, Lauren	80th Civil District Court - Harris County	2021-32000	Greater Houston Transportation Company
PROGRESSIVE County Mutual Insurance Company v Greater Houston Transportation Company & Talya Clay	PROGRESSIVE County Mutual Insurance Company	55th Civil District Court - Harris County	2021-34797	Greater Houston Transportation Company
PROGRESSIVE County Mutual Insurance Group v Greater Houston Transportation Company & Talya Clay	PROGRESSIVE County Mutual Insurance Company	55th Civil District Court - Harris County	2021-34797	Greater Houston Transportation Company
VASQUEZ, Arturo v Greater Houston Transportation Company & Rene Rolando Barrios	Vasquez, Arturo	153rd Civil District Court - Harris County	2021-35532	Greater Houston Transportation Company
WILLIAMS, Debra v Greater Houston Transportation Company	Williams, Debra	125th Civil District Court - Harris County	2021-35723	Greater Houston Transportation Company
RAMOND, Victor v Greater San Antonio Transportation Company & Joseph U Nubolor	Ramond, Victor	131st Judicial District Court - Bexar Co.	2021CO4093	Greater San Antonio Transportation Company
NAVARA, Gloria v Greater San Antonio Transportation Company, Metro Transportation Company & John Doe	NAVARA, Gloria	57th Judicial District Court - Bexar Co.	2021-CI-04422	Greater San Antonio Transportation Company
BANUS, Rose v Greater San Antonio Transportation Company dba San Antonio Yellow Cab & Amali Jay	Banks, Rose	224th Judicial District Court - Bexar Co.	2021CO5861	Greater San Antonio Transportation Company
ATKINSON, Elizabeth v Greater San Antonio Transportation Company & Semmara T Schurman	Atkinson, Elizabeth	Bexar County Civil Court 3	2021CV01539	Greater San Antonio Transportation Company
HERNANDEZ, David v Greater San Antonio Transportation Company & Veronica Evans	Hernandez, David	Bexar County Civil Court 3	2021CV02147	Greater San Antonio Transportation Company
ADE, Grace v Osama Ghani, Karim Uljah Bin	Ade, Grace	Judice Court, Bexar County, Precinct 2, Place 1	21S2000212	Greater San Antonio Transportation Company
VASQUEZ, JORGE LUIS v Rio Grande	Vasquez, Jorge	388th Judicial District Court	C-2119-19-H	Texas First Rio Grande Valley, Inc.
HAYS, James v Emely Anthony Egbert	Hays, James	Travis County Court at Law No. 1	C-1-CV-17-00954	Greater Austin Transportation Company

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SIGAFOS v Greater Austin Transportation Company de YC JOHN SOLEMAI ELUANDRO	Signoret, Danyia	Travis County Court at Law No. 2	C-1-CV-18-001085	Greater Austin Transportation Company
MYER, Misty v ENEDCO, Justin & Greater Austin Transportation Company	Mynatt, Misty	Travis County Court at Law No. 2	C-1-CV-19-000984	Greater Austin Transportation Company
CARNEY, John Paul v. Greater Austin Transportation Company & CARL BARNES	Carney, John	Travis County Court at Law No. 1	C-1-CV-19-001748	Greater Austin Transportation Company
GOODING, William & Miracle v. Greater Austin Transportation Company & SHEMO, Abdellwahed	Gooding, William & Miracle	Travis County Court at Law No. 2	C-1-CV-19-005577	Greater Austin Transportation Company
PROGRESSIVE County Mutual v Greater Austin Transportation Company & CROWGROVE, Osahan Edegbe	Progressive County Mutual Insurance Company	Travis County Court at Law No. 2	C-1-CV-19-010173	Greater Austin Transportation Company
CHARBONNEAU, Cobie v. Greater Austin Transportation Company & Wossen Yebale Lemnia	Charbonneau, Cobie	Travis County Court at Law No. 1	C-1-CV-20-003242	Greater Austin Transportation Company
GEICO Secure Insurance Company v Asiri Zaid	Geico Secure Insurance Company	Travis County Court at Law No. 2	C-1-CV-20-003065	Greater Austin Transportation Company
USA General Indemnity Co. v Greater Austin Transportation Company & Abdellwahab A. Shemo	USA General Indemnity Co.	Travis County Court at Law No. 2	C-1-CV-20-003275	Greater Austin Transportation Company
PROGRESSIVE County Mutual Insurance Company v Greater Austin Transportation Company & Adawna Devine	Progressive County Mutual Insurance Company	Travis County Court at Law No. 2	C-1-CV-20-005190	Greater Austin Transportation Company
NAVARRO, Gerardo, et al. v. Greater Houston Transportation Company, Fiesta Cab Co., & Jonathan Gonzalez; (C-20-1547-A) 77-455-04-162013-SS1R	Navarro, Gerardo Ramirez, Keila	Hidalgo County Court at Law No. 1	CL-20-1547-A	Fiesta Cab Company; Greater Houston Transportation Company
STATE FARM Mutual Automobile Insurance Company as Subrogee of Jesus Zamora v. Fiesta Cab Co. & Robert Gillie	State Farm Mutual Automobile Insurance Company	Hidalgo Civil Court at Law No. 2	CL-20-3449-S	Fiesta Cab Company
Reynolds, Andrea v. Greater Austin Transportation Company & Williams	Reynolds, Andrea	250th Judicial District Court - Travis Co.	D-1-GN-15-005778	Greater Austin Transportation Company
Aute, Jeanne v. Greater Austin Transportation Company	Aute, Jeanne	459th Judicial District Court - Travis Co.	D-1-GN-17-006764	Greater Austin Transportation Company
RÖMER/SCHWENKEEN v. Greater Austin Transportation Company and Abrahmatisk BELHAR	Römer, Oscar	25th Judicial District Court - Bexar Co.	D-1-GN-18-00481	Greater Austin Transportation Company
SCOTTLAND UNDERWOOD v. Greater Austin Transportation Company and Tamar Cruz	Schwendener, Stephen	201st Judicial District Court - Travis Co.	D-1-GN-19-001478	Greater Austin Transportation Company
BELL, Michelle v. YC OF AUSTIN & SERAT'S SOLOMON Mauricio	Bell, Michelle	459th Judicial District Court of Travis County	D-1-GN-19-003937	Greater Austin Transportation Company
HAYNES, Donita, ET AL v Greater Austin Transportation Company & ABDUL WAHAB	Thomas, Mack & Rachael Haynes, Donita	98th Judicial District Court - Travis Co.	D-1-GN-19-005611	Greater Austin Transportation Company
QUINONES, Nitole v Greater Austin Transportation Company & KHAN, Sajid	Quinones, Nitole	250th Judicial District Court - Travis Co.	D-1-GN-19-006201	Greater Austin Transportation Company

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HEREDIA, DEVON v Greater Austin Transportation Company & Kazuo Ishii	Heredia, Devon	250th Judicial District Court - Travis Co.	D-1-GN-19-007554	Greater Austin Transportation Company
WE, Ronica v Greater Austin Transportation Company, ATX Yellow Cab LLC and YCP	We, Ronica	345th Judicial District Court	D-1-GN-20-000478	Greater Austin Transportation Company
POLK, Lexus v Greater Austin Transportation Company and Sharma Alka Mohamed	Polk, Lexus	53rd Judicial District Court	D-1-GN-20-002594	Greater Austin Transportation Company
RODRIGUEZ, Alma Rangel (estate of Marti Rodriguez) v Greater Austin Transportation Company & Tazzia Odion Obasik	Rodriguez, Alma	55th Judicial District Court	D-1-GN-20-005729	Greater Austin Transportation Company
WRIGHT, Tierra & SANCHEZ, Steator v Greater Austin Transportation Company & ELANIRANI, Hanif	Wright, Tierra	98th Judicial District Court	D-1-GN-20-002779	Greater Austin Transportation Company
GREEN, Renee v YCP/DEFINE, Adawna & Greater Austin Transportation Company	Green, Renee	55th Judicial District Court	D-1-GN-20-003289	Greater Austin Transportation Company
PERALTA, Gerardo & SANCHEZ, Diana v Greater Austin Transportation Company & Jaffer, Zandy	Peralta, Gerardo Sanchez, Diana	220th Judicial District Court - Travis Co.	D-1-GN-20-003252	Greater Austin Transportation Company
MARTINEZ, Leslie & CHAVEZ, Samantha v Greater Austin Transportation Company & DOGANERGA, Patrick	Martinez, Leslie Chavez, Samantha	251st Judicial District Court	D-1-GN-20-003573	Greater Austin Transportation Company
CABRERA, Juan Soto v Greater Austin Transportation Company & Beraky Woldgebriel	Cabrera, Juan	250th Judicial District Court - Travis Co.	D-1-GN-20-005740	Greater Austin Transportation Company
MITCHELL, Samantha v. Jara	MITCHELL, Samantha	Justice of Peace, Precinct 1, Travis County	J1-CV-19-003162	Greater Austin Transportation Company
KNIGHT, Kelley Krito v Greater Austin Transportation Company & Kamran Shah	Knigh, Kelley	Justice of Peace, Precinct 2, Travis County	J2-CV-20-004412	Greater Austin Transportation Company
ARMSTRONG, James / JOSEPH v Greater Austin Transportation Company dba YC, BRYAN	Armstrong, James Armstrong, Joseph	200th Judicial District Court - Travis Co.	No. D-1-GN-18-005107	Greater Austin Transportation Company
PROGRESSIVE County Mutual v YC Service Corporation & Mohammed Ashava	Progressive County Mutual Insurance Company	5th Civi District Court - Harris County	2019-44657	Greater Houston Transportation Company
PROGRESSIVE County Mutual Insurance Company v Greater Houston Transportation Company & Adaway Insurance Company	Progressive County Mutual Insurance Company	157th Civil District Court - Harris County	2019-11035	Greater Houston Transportation Company
BOSSOM, Craig A. v ANIL PADSHAHMIR and YELLOW BOSSOM, Craig A.	BOSSOM, Craig A.	353rd Judicial District Court - Travis Co.	D-1-GN-18-000996	Greater Austin Transportation Company
JORDAN, Jonathan v. MCINTUL MIAH	Jordan, Jonathan	151st Civil District Court - Harris County	2017-24596	Greater Houston Transportation Company
ELLIS, Lunita v. Milton Birmingham and Greater Houston Transportation Company	ELLIS, Lunita	157th Civil District Court - Harris County	2018-38441	Greater Houston Transportation Company
SANVEE, George Akquette v. Hamid Benzayed	SANVEE, George Akquette	270th Civil District Court - Harris County	2017-75888	Greater Houston Transportation Company

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COUNTEE, Ida v. Greater Houston Transportation Company and Et al.	COUNTEE, Ida	157th Civil District Court - Harris County	2017-32401	Greater Houston Transportation Company
HACK, Kimberly v. Greater San Antonio Transportation Company & Waheed Khakrieh	Hack, Kimberly	224th Judicial District Court - Bexar Co. Bexar County Presiding Court	2020C02599	Greater San Antonio Transportation Company
MCDONALD, Patricia v. Greater San Antonio Transportation Company & Winta		435th Judicial District Court - Bexar Co. Bexar County Presiding Court	2014C15532	Greater San Antonio Transportation Company
GALCO COUNTY MUTUAL INSURANCE COMPANY v. GREATER HOUSTON TRANSPORTATION COMPANY & MICHAEL UBAJI	GALCO COUNTY MUTUAL Insurance Company	Judge Court, Harris County, Precinct 4, Place 1	211400254818	Greater Houston Transportation Company
BRIDGES, Eleonora v. Tesfamichael Tesfazgi	BRIDGES, Eleonora	1529th Civil District Court - Harris County	2018-50550	Greater Houston Transportation Company
LUSCUM, Alexis v. Sarah Hassan Ismail	Luscum, Alexis	Harris Co. Court at Law No. 1	1138235	Greater Houston Transportation Company
THOMPSON, Jonas v. Tiffany Fitzgerald (70775-08142018-555)	Thompson, Jonas	Harris Co. Court at Law No. 1	1139523	Greater Houston Transportation Company

**Schedule 6.1(b) to Asset Purchase Agreement**

**Related Agreements**

- Asset Purchase Agreement, dated as of the even date of this Agreement, by and between WHC ATX, LLC and Greater Austin Transportation Company
- Asset Purchase Agreement, dated as of the even date of this Agreement, by and between WHC STX, LLC and Greater San Antonio Transportation Company

**Exhibit A to Asset Purchase Agreement**

**Bill of Sale**

[Attached]

## BILL OF SALE

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each of Texas Taxi, a Texas corporation, Greater Houston Transportation Company, a Texas corporation, Fiesta Cab Company, a Texas corporation, Yellow Cab Paratransit Services, Inc., a Texas corporation, Eagle Executive Transportation Services, Inc., a Texas corporation, Eagle WAV, Inc., a Texas corporation, Hail A Cab App, Inc., a Texas corporation, and Cab Administrative Services, Inc., a Texas corporation (each, a “Seller”), hereby grants, bargains, transfers, sells, assigns, conveys and delivers to WHC HTX, a Texas limited liability company (“Buyer”), all of such Seller’s right, title and interest in and to the Purchased Assets as such term is defined in that certain Asset Purchase Agreement, dated as of [REDACTED], 2021 (the “Purchase Agreement”), by and among Buyer and Sellers, to have and to hold the same unto Buyer, its successors and assigns, forever.

Each Seller agrees that the representations and warranties of the Seller in Article III of the Purchase Agreement apply to this Bill of Sale.

This Bill of Sale will inure to the benefit of and will bind each Seller and its successors and assigns.

IN WITNESS WHEREOF, THE UNDERSIGNED PARTIES HAVE DULY EXECUTED THIS BILL OF SALE AS OF [REDACTED], 2021.

### WHC HTX, LLC,

By: WHC Worldwide, LLC, as sole member

By: \_\_\_\_\_  
William M. George, as Managing Member

### TEXAS TAXI, INC.

By: \_\_\_\_\_  
Name:  
Title:

### GREATER HOUSTON TRANSPORTATION COMPANY

By: \_\_\_\_\_  
Name:  
Title:

### FIESTA CAB COMPANY

By: \_\_\_\_\_  
Name:  
Title:

**YELLOW CAB PARATRANSIT SERVICES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**EAGLE EXECUTIVE TRANSPORTATION SERVICES,  
INC.**

By: \_\_\_\_\_  
Name:  
Title:

**EAGLE WAV, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**HAIL A CAB APP, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**CAB ADMINISTRATIVE SERVICES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit B to Asset Purchase Agreement**

**Assignment**

[Attached]

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (“Agreement”) is made effective as of [REDACTED], 2021, between Greater Houston Transportation Company, a Texas corporation and Fiesta Cab Company, a Texas corporation (each, an “Assignor”), and WHC HTX, LLC, a Texas limited liability company (“Assignee”).

WHEREAS, each Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of [REDACTED], 2021 (“Purchase Agreement”); and

WHEREAS, each Assignor desires to assign, transfer, convey and deliver to Assignee all of the Assignor’s right, title and interest in and to the Assumed Contracts as defined in the Purchase Agreement and Assignee desires to accept such assignment, transfer and conveyance, all pursuant to the terms and provisions hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby act and agree as follows:

1. Assignment and Assumption. Each Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee all of the Assignor’s right, title and interest in and to Assumed Contracts, effective as of the Closing. Assignee hereby accepts the assignment and assumes all duties, obligations and liabilities of Assignor arising under the Assumed Contracts from and after the Closing.

2. Miscellaneous. Capitalized terms used herein but not otherwise defined shall have the meaning assigned to such terms in the Purchase Agreement. This Agreement may be executed in counterparts. This Agreement shall be binding upon and inure to the benefit of the parties and their successors, legal representatives and permitted assigns. This Agreement shall be governed by the laws the State of Texas, without regard to the conflict of laws principles thereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or caused this Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

**WHC HTX, LLC,**  
By: WHC Worldwide, LLC, as sole member

By: \_\_\_\_\_  
William M. George, as Managing Member

**GREATER HOUSTON TRANSPORTATION COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**FIESTA CAB COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit C to Asset Purchase Agreement**

**Bill of Sale (Vehicles) with Silver Lining Motors, LLC**

[Attached]

**BILL OF SALE  
(VEHICLES)**

In consideration for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Greater Houston Transportation Company, a Texas corporation (“Seller”), hereby grants, bargains, transfers, sells, assigns, conveys and delivers to Silver Lining Motors, LLC, a Missouri limited liability company (“Buyer”), all of such Seller’s right, title and interest in and to the vehicles listed on Exhibit A to this Bill of Sale.

This Bill of Sale is being executed and delivered by the undersigned parties as a condition to and in connection with the closing of the Asset Purchase Agreement, dated [REDACTED], 2021, by and between Seller and WHC HTX, LLC (“Purchase Agreement”).

Seller agrees that the representations and warranties of Seller in Article III of the Purchase Agreement apply to this Bill of Sale, and the Purchase Agreement is incorporated herein for said purpose.

This Bill of Sale will inure to the benefit of and will bind the Seller and its successors and assigns.

**SILVER LINING MOTORS, LLC,**  
By: WHC Worldwide, LLC, as sole member

By: \_\_\_\_\_  
William M. George, as Managing Member

**GREATER HOUSTON TRANSPORTATION  
COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

Exhibit A to Bill of Sale (Vehicles)

Vehicle Year	Vehicle Make	Vehicle Model	VIN	Vehicle Plate Number	Odometer Current
2017	DODGE	CARAVAN	2C4RDGBG5HR855695	KKN7888	156453
2017	DODGE	CARAVAN	2C4RDGBG7HR855696	KKN7887	124536
2016	DODGE	CARAVAN	2C7WDGBG7GR144231	GTL3950	87687
2016	DODGE	CARAVAN	2C7WDGBG9GR144229	GTL4318	98078
2011	TOYOTA	SIENNA	5TDKK3DC8BS101280	DM1G649	300161
2016	DODGE	CARAVAN	2C4RDGBG6GR255735		89099
2016	DODGE	CARAVAN	2C4RDGBG8GR170640		56745
2014	TOYOTA	SCION	JTLZE4FE1EJ057526		189636
2014	DODGE	CARAVAN	2C4RDGCG4ER320271		339002
2014	DODGE	CARAVAN	2C4RDGCG5ER121729	FLV6145	272795
2014	DODGE	CARAVAN	2C4RDGCG4ER119731	FGK7014	217165
2013	DODGE	CARAVAN	2C4RDGCG9DR522090	DTB1006	376975
2014	TOYOTA	SCION	JTLZE4FE9EJ062604	PGR8705	165583
2016	DODGE	CARAVAN	2C4RDGBG5GR243365	MPR5931	212435
2016	DODGE	W/C VAN	2C7WDGBG2GR152754	GWK7361	324040
2014	DODGE	CARAVAN	2C4RDGCG2ER267537	FNT0887	273140
2019	DODGE	W/C VAN	2C4RDGBG3KR547612	MBW0806	104775
2014	DODGE	CARAVAN	2C4RDGCG8ER209903	FNT0800	207408
2015	DODGE	W/C VAN	2C7WDGBG6FR642905	GLR5026	189300
2015	TOYOTA	SCION	JTLZE4FE7EJ065193	FJL7452	249010
2016	DODGE	W/C VAN	2C7WDGBG3GR152732	GWK7360	303255
2014	DODGE	CARAVAN	2C4RDGBG3ER214623	LYL7120	275042
2014	DODGE	CARAVAN	2C4RDGCG8ER213840	FJJ2150	268410
2013	DODGE	CARAVAN	2C4RDGCG1DR502542	CMX4544	364547
2013	DODGE	CARAVAN	2C4RDGCG7DR585197	HTD3893	296448
2019	DODGE	W/C VAN	2C4RDGBGXKB754366	MVG4527	88303
2019	DODGE	W/C VAN	2C4RDGBGXKR500416	LLF0662	141013
2015	DODGE	W/C VAN	2C7WDGBG9FR652165	GLM9964	299678
2014	DODGE	CARAVAN	2C4RDGBG6ER264576	LHY0900	186365
2016	DODGE	CARAVAN	2C4RDGBG6GR203215	NG1363	117291
2019	DODGE	W/C VAN	2C4RDGBG5KR500694	LLF0661	145380
2016	DODGE	W/C VAN	2C7WDGBG8GR140138	GWK8557	128775
2016	DODGE	CARAVAN	2C7WDGBG6GR144219	GWK7587	328008
2014	DODGE	CARAVAN	2C4RDGCG9ER205830	DZS4319	325592
2016	DODGE	W/C VAN	2C7WDGBG0GR152753	GTL3467	176207
2016	DODGE	W/C VAN	2C7WDGBG0GR161906	GWK7585	187036
2013	DODGE	W/C VAN	2C4RDGCG2DR612130	DXB5205	322176
2019	DODGE	W/C VAN	2C4RDGBG8KR547704	LTM3116	141825
2017	DODGE	W/C VAN	2C7WDGBGXHR641212	JGS2257	248221
2015	DODGE	W/C VAN	2C7WDGBGXFR642910	GWK6045	68953

2015	DODGE	W/C VAN	2C7WDGBG6FR642922	LCW3982	154163
2015	DODGE	W/C VAN	2C7WDGBG6FR652172	GLR5025	126041
2013	DODGE	CARAVAN	2C4RDGBG2DR632843	JGL3285	207185
2016	DODGE	W/C VAN	2C7WDGBG0GR144300	GWK7799	167499
2016	DODGE	W/C VAN	2C7WDGBGXGR144224	GTL3468	284080
2013	DODGE	W/C VAN	2C4RDGCG9DR610763	DXB5206	236565
2013	DODGE	W/C VAN	2C4RDGCG4DR550469	CWS3209	184159
2016	DODGE	W/C VAN	2C7WDGBGXGR152727	GWK7774	42950
2014	DODGE	CARAVAN	2C4RDGCGXER214618	LWG4850	297915
2016	DODGE	W/C VAN	2C7WDGBGXGR161900	GWK7775	194856
2013	DODGE	W/C VAN	2C4RDGCG7DR520365	CWS3202	394270
2014	DODGE	CARAVAN	2C4RDGCG2ER433444	HTD3575	150652
2014	DODGE	CARAVAN	2C4RDGCG3ER155569	DZS4856	305846
2013	DODGE	CARAVAN	2C4RDGCG6DR520390	CMX4663	305863
2017	DODGE	W/C VAN	2C7WDGBG0HR641204	JGS2258	226233
2014	DODGE	W/C VAN	2C4RDGCG3ER244784	FYP7728	218893
2014	DODGE	CARAVAN	2C4RDGCG2ER433430	HTD3578	185014
2013	DODGE	W/C VAN	2C4RDGCG0DR610554	DXB5198	225477
2016	DODGE	CARAVAN	2C4RDGBG3GR243364	PMC2452	233198
2014	DODGE	CARAVAN	2CRRDGCG5ER155458	FLV6453	325361
2016	DODGE	W/C VAN	2C7WDGBG4GR152741	GWK8942	129095
2016	DODGE	W/C VAN	2C7WDGBG7GR140132	GWK8941	265658
2014	DODGE	CARAVAN	2C4RDGBG8ER214620	LWG4852	235835
2014	DODGE	CARAVAN	2C4RDGCG4ER214337	FLV6147	323432
2014	DODGE	CARAVAN	2C4RDGBGXER214621	LWG4855	296428
2017	DODGE	W/C VAN	2C7WDGBG9HR641203	JGS2255	248759
2017	DODGE	W/C VAN	2C4RDGBG4HR776549	KBG2735	219352
2013	DODGE	CARAVAN	2C4RDGCG7DR524609	CMX4668	424819
2013	DODGE	CARAVAN	2C4RDGBGXDR632854	JGL3286	213937
2017	DODGE	W/C VAN	2C7WDGBG5HR641201	JGS2403	41752
2013	DODGE	W/C VAN	2C4RDGCG8DR626226	DXB4604	335013
2013	DODGE	W/C VAN	2C4RDGCG5DR503029	CWS4911	121915
2011	FORD	CROWN VIC	2FABP7EV4BX139026	DS2P213	273111
2019	DODGE	W/C VAN	2C4RDGBG1KR500692	LKW8443	157580
2014	DODGE	CARAVAN	2C4RDGCG1ER155361	FGK7033	251149
2014	DODGE	CARAVAN	2C4RDGCG5ER205484	FLV6142	242355
2014	DODGE	CARAVAN	2C4RDGBG5ER470939	HTD3577	160982
2013	DODGE	CARAVAN	2C4RDGBG3DR518601	JFM5023	238537
2019	DODGE	W/C VAN	2C4RDGBG4KR547652	PMC1840	120515
2015	DODGE	W/C VAN	2C7WDGBG6FR642919	GLM8682	248794
2017	DODGE	W/C VAN	2C7WDGBG8HR641189	JGS2256	126609
2016	DODGE	W/C VAN	2C7WDGBG0GR152736	GTL3949	162415
2019	DODGE	W/C VAN	2C4RDGBG7KR547659	LTT6510	109863
2014	DODGE	CARAVAN	2C4RDGBG6ER433446	HTD3579	273081

2015	DODGE	W/C VAN	2C7WDGBGXFR642907	GTD7184	180514
2013	DODGE	CARAVAN	2C4RDGBG0DR518605	JFM5024	330056
2016	DODGE	W/C VAN	2C7WDGBGXGR144305	HDN0214	137882
2016	DODGE	W/C VAN	2C4RDGBG7GR170628	PDC5397	193016
2016	DODGE	W/C VAN	2C7WDGBG5GR136872	GTL3332	132750
2014	DODGE	CARAVAN	2C4RDGBG1ER214622	LWG4856	281661
2012	DODGE	CARAVAN	2C4RDGCG8CR198687	BLS0872	392387
2016	DODGE	W/C VAN	2C7WDGBG3GR140130	GTL 3929	314348
2017	DODGE	W/C VAN	2C7WDGBG6HR641188	JGS2254	143773
2015	DODGE	W/C VAN	2C7WDGBG6FR636537	GLM9449	189500
2017	DODGE	W/C VAN	2C7WDGBG0HR641199	JGS2839	235640
2013	DODGE	CARAVAN	2C4RDGCG5DR551517	CWP0856	223610
2019	DODGE	W/C VAN	2C4RDGBGXKR754370	MVG4521	83821
2019	DODGE	CARAVAN	2C4RDGBG3KR547593	LTT6509	169478
2015	DODGE	W/C VAN	2C7WDGBG3FR652176	GWK6040	303153
2017	DODGE	W/C VAN	2C7WDGBG9HR641198	JGS2259	244710
2013	DODGE	CARAVAN	2C4RDGCG2DR582563	CRJ1123	489874
2016	DODGE	CARAVAN	2C4RDGBG9GR203211	MVP6053	220919
2015	DODGE	CARAVAN	2C4RDGCG9FR603749	HGD6972	259375
2019	DODGE	W/C VAN	2C4RDGBG1KR547592	LTT6508	138139
2015	DODGE	W/C VAN	2C7WDGBG7FR652181	GTD7386	202477
2019	DODGE	W/C VAN	2C4RDGBG0KR547678	MPR5574	99998
2012	DODGE	CARAVAN	2C4RDGCG6CR329244	BRX0595	276012
2012	DODGE	CARAVAN	2C4RDGCG2CR219310	BVC7481	333409
2012	DODGE	CARAVAN	2C4RDGDG1CR341154	LLL6604	98074
2013	DODGE	CARAVAN	2C4RDGCG8DR523954	CND6067	300964
2015	DODGE	W/C VAN	2C7WDGBG9FR642901	GLM9450	105434
2014	DODGE	CARAVAN	2C4RDGCG4ER153801	FGK7031	238954
2013	DODGE	W/C VAN	2C4RDGCG2DR502527	CWS3040	172675
2014	DODGE	CARAVAN	2C4RDGCG2ER273791	FNT0892	227100
2015	DODGE	CARAVAN	2C4RDGBG9FR709927	HBS1173	270677
2016	DODGE	W/C VAN	2C7WDGBG1GR161896	GTL4316	184894
2012	DODGE	W/C VAN	2C4RDGCG0CR364684	DSL1023	415274
2019	DODGE	W/C VAN	2C4RDGBG3KR547609	MBW0972	76546
2015	DODGE	W/C VAN	2C7WDGBG8FR636538	GTD7192	246180
2019	DODGE	W/C VAN	2C4RDGBG0KR727596	NBB8338	45646
2013	DODGE	CARAVAN	2C4RDGCG8DR527499	CND5341	302914
2013	DODGE	CARAVAN	2C4RDGCG7DR521581	CTJ8944	218274
2016	DODGE	CARAVAN	2C4RDGBG9GR235835	MHS1198	231442
2014	DODGE	CARAVAN	2C4RDGCG2ER205359	FGK7331	266455
2013	DODGE	W/C VAN	2C4RDGCG8DR520357	CWP0901	417766
2014	DODGE	CARAVAN	2C4RDGCGXER155164	FDZ7195	234000
2016	DODGE	W/CHAIR VAN	2C4RDGBG0GR203209	MHS1527	226406
2013	DODGE	W/C VAN	2C4RDGCG6DR521569	DSL1021	278807

2015	DODGE	W/C VAN	2C7WDGBGXFR636539	GWK6041	134186
2014	DODGE	CARAVAN	2C4RDGCG5ER154665	FJN9270	253699
2014	DODGE	CARAVAN	2C4RDGCG1ER291229	FNT0805	195818
2014	DODGE	CARAVAN	2C4RDGCG7ER206197	FNT0646	229191
2017	DODGE	W/C VAN	2C4RDGBG4HR637716	JMC2213	239220
2019	DODGE	W/C VAN	2C4RDGBG2KR547648	MPR5572	91439
2019	DODGE	W/C VAN	2C4RDGBGXKR547672	LNY5029	119214
2012	DODGE	CARAVAN	2C4RDGCG7CR357442	BXX6937	304685
2015	DODGE	W/C VAN	2C7WDGBG4FR642904	GRH9291	131737
2014	DODGE	CARAVAN	2C4RDGCGXER205710	FNT0647	282543
2019	DODGE	W/C VAN	2C4RDGBGXKR547655	LNY4291	128915
2014	DODGE	CARAVAN	2C4RDGCG4ER322635	FNT0830	278828
2014	DODGE	CARAVAN	2C4RDGCGXER121421	FNT0976	178440
2017	DODGE	W/C VAN	2C4RDGBG9HR637713	JMC2212	213746
2016	DODGE	W/C VAN	2C7WDGBG2GR144301	GTL3466	169069
2019	DODGE	W/C VAN	2C4RDGBG1KR530646	LLF1569	152760
2011	MERCURY	MARQUIS	2MEBM7FV4BX600726	LTL9259	342582
2016	DODGE	W/C VAN	2C7WDGBG6GR144303	HBC3546	275388
2013	DODGE	W/C VAN	2C4RDGCG7DR549932	CWP0354	284117
2017	DODGE	W/C VAN	2C4RDGBGXHR637722	JMC2214	217816
2019	DODGE	W/C VAN	2C4RDGBGXKR530645	LLF1568	128248
2014	DODGE	W/C VAN	2C4RDGCG2ER122840	LTV2800	233480
2015	DODGE	W/C VAN	2C7WDGBG7FR642914	GTD7191	151489
2014	DODGE	CARAVAN	2CRRDGCGXER214441	FLV6131	311025
2012	DODGE	CARAVAN	2C4RDGCG4CR160907	BVC6672	329656
2013	DODGE	CARAVAN	2C4RDGCG9DR575805	CTJ9293	252980
2014	DODGE	CARAVAN	2C4RDGCG0ER154587	FNT0645	242349
2015	DODGE	W/C VAN	2C7WDGBG4FR642918	GTD7190	298632
2014	DODGE	CARAVAN	2C4RDGCG0ER205635	FCR7527	144188
2013	DODGE	CARAVAN	2C4RDGCG0DR544085	CTJ9612	262269
2014	DODGE	W/C VAN	2C4RDGBG3ER210636	LGW4771	278878
2017	DODGE	W/C VAN	2C4RDGBGXHR637719	JMC1854	236750
2014	DODGE	CARAVAN	2C4RDGBG0ER412169	HDT3892	239890
2016	DODGE	CARAVAN	2C4RDGBG7GR235817	MVP6051	206890
2017	DODGE	W/C VAN	2C4RDGBG9HR637730	JMC1845	148403
2013	DODGE	CARAVAN	2C4RDGCG9DR520240	CWS4733	291028
2017	DODGE	W/C VAN	2C4RDGBG9HR637727	JMC1846	229103
2014	TOYOTA	SCION	JTLZE4FE0EJ063771	PGR8704	211297
2019	DODGE	W/C VAN	2C4RDGBG1KR547673	LNY4290	115445
2017	DODGE	W/C VAN	2C7WDGBG1HR648565	JMC1844	233912
2016	DODGE	W/C VAN	2C7WDGBG8GR161894	GTL3112	144720
2017	DODGE	W/C VAN	2C4RDGBG3HR700871	JPC4400	244934
2019	DODGE	W/C VAN	2C4RDGBG2KR547617	LNY5028	146098
2014	DODGE	CARAVAN	2C4RDGCG7ER205468	FDZ7708	173739

2017	DODGE	W/C VAN	2C4RDGBG5HR700869	JPC4401	225137
2017	DODGE	W/C VAN	2C4RDGBG7HR700873	JPC3699	238770
2014	DODGE	CARAVAN	2CRRDGCG8ER209707	FLV6132	302025
2014	DODGE	CARAVAN	2C4RDGCG6ER206028	FJJ1089	283753
2017	DODGE	W/C VAN	2C4RDGBG1HR700870	JPC4826	244661
2016	TOYOTA	W/C VAN	2C7WDGBG5GR144311	HBC3562	312579
2015	DODGE	W/C VAN	2C7WDGBG4FR642921	GRH9297	176638
2014	DODGE	CARAVAN	2C4RDGBG9ER179845	LHY0901	67110
2016	DODGE	W/C VAN	2C7WDGBG4GR144297	HDN0490	74574
2019	DODGE	WC VAN	2C4RDGBG5KR547644	MPR5933	43090
2015	DODGE	W/C VAN	2C7WDGBG8FR642923	GRH9298	167584
2016	DODGE	W/C VAN	2C7WDGBG7GR152765	PCV5317	325785
2019	DODGE	W/C VAN	2C4RDGBG1KR547608	MBW0974	117485
2016	DODGE	W/C VAN	2C7WDGBG6GR152756	HDN0213	181199
2014	DODGE	CARAVAN	2C4RDGCG8ER153543	FGK7441	279536
2015	DODGE	W/C VAN	2C7WDGBG7FR652164	GRH9292	192631
2016	DODGE	W/C VAN	2C7WDGBG2GR152737	GWK8551	164372
2014	DODGE	W/C VAN	2C4RDGCG7ER120128	DZS4295	244093
2014	DODGE	CARAVAN	2C4RDGCG9ER205794	FJJ1458	198942
2014	DODGE	CARAVAN	2CRRDGCGER206411	FLV6138	158826
2015	DODGE	W/C VAN	2C7WDGBG8FR642906	GWK6039	293314
2019	DODGE	W/C VAN	2C4RDGBG5KR547613	MBW0337	40989
2016	DODGE	W/C VAN	2C7WDGBG1GR152728	GTL4083	90845
2016	DODGE	W/C VAN	2C7WDGBG5GR161898	GTL4082	319813
2015	DODGE	W/C VAN	2C7EDGBG8FR652173	GRH9290	145673
2014	DODGE	CARAVAN	2C4RDGCG8ER205575	FLV6459	313502
2014	DODGE	W/C VAN	2C4RDGBG4ER105460	FGF5024	269808
2016	DODGE	W/C VAN	2C7WDGBG7GR136873	GWK6046	142050
2013	DODGE	CARAVAN	2C4RDGCG1DR528073	CZC3595	354671
2015	DODGE	W/C VAN	2C7WDGBG9FR642915	GLM8683	133428
2016	DODGE	CARAVAN	2C4RDGBG5GR218045	MMM4714	254584
2016	DODGE	W/C VAN	2C7WDGBG7GR140146	MVG6162	128867
2019	DODGE	CARAVAN	2C4RDGBG4KR727598	MPW4656	91742
2019	DODGE	W/C VAN	2C4RDGBG2KR547651	LJM9596	84398
2014	DODGE	W/C VAN	2C4RDGCGXER155374	DZS5480	347901
2016	DODGE	W/C VAN	2C7WDGBG9GR152766	HDN0036	122253
2014	DODGE	W/C VAN	2C4RDGCG9ER120518	DZS4857	239654
2019	DODGE	W/C VAN	2C4RDGBG4KR547599	LJM9597	136302
2012	DODGE	CARAVAN	2C4RDGCG3CR277359	BVC6973	302216
2013	DODGE	CARAVAN	2C4RDGCGXDR520361	BXX8867	299963
2014	DODGE	W/C VAN	2C4RDGBG7ER254770	DSZ0561	254455
2016	DODGE	W/C VAN	2C7WDGBG3GR385364	HVS2522	136933
2016	DODGE	W/C VAN	2C7WDGBG2GR144220	GTL3951	21983
2016	DODGE	W/C VAN	2C7WDGBG6GR385357	HVS2523	80197

2015	DODGE	W/C VAN	2C7WDGBGXFR652174	GTD7275	302560
2016	DODGE	W/C VAN	2C7WDGBG7GR152734	GWK8709	162665
2016	DODGE	W/C VAN	2C7WDGBG9GR152739	GTD7379	199940
2014	DODGE	CARAVAN	2C4RDGCG4ER289040	NBJ1506	306287
2016	DODGE	W/C VAN	2C7WDGBG5GR140131	GTL4081	105676
2017	DODGE	W/C VAN	2C4RDGBG1HR700867	JPC4408	240880
2019	DODGE	W/C VAN	2C4RDGBG3KR547688	LTM3115	132586
2014	DODGE	CARAVAN	2C4RDGCG4ER122046	DZS4318	254228
2014	DODGE	CARAVAN	2C4RDGCGXER206632	FLV6135	195074
2017	DODGE	W/C VAN	2C4RDGBGXHR700866	JPC4407	76473
2013	DODGE	CARAVAN	2C4RDGCG1DR536593	BXX6100	300663
2013	DODGE	W/C VAN	2C4RDGCG1DR678684	GCX7793	381375
2019	DODGE	W/C VAN	2C4RDGBG9KR547680	MPW4653	84398
2014	DODGE	CARAVAN	2C4RDGCG3ER267093	FNT0826	153894
2016	DODGE	CARAVAN	2C4RDGBG0GR235819	NZG1371	127132
2014	DODGE	CARAVAN	2C4RDGCG0ER154055	FJJ2094	169862
2014	DODGE	WC VAN	2C4RDGCG9ER213104	GCX7667	207289
2016	DODGE	W/C VAN	2C7WDGBG9GR140147	HDN0209	156581
2014	DODGE	W/C VAN	2C4RDGCG2ER266873	FYP7727	121760
2016	DODGE	CARAVAN	2C4RDGBG1GR235828	MMS2240	185908
2014	DODGE	CARAVAN	2C4RDGBG7ER210638	MHL7432	279946
2019	DODGE	CARAVAN	2C4RDGBG0KR530640	LLF1361	117485
2016	DODGE	W/C VAN	2C7WDGBG8GR144304	HDN0035	275013
2016	DODGE	CARAVAN	2C4RDGBGXGR235827	MPR5932	201363
2019	DODGE	W/C VAN	2C4RDGBG2KR765900	NBB8339	104572
2016	DODGE	W/C VAN	2C7WDGBG5GR140145	HDN0494	160509
2016	DODGE	W/C VAN	2C7WDGBG3GR161897	GWK8940	131254
2016	DODGE	CARAVAN	2C4RDGBGXGR243362	NZG1373	96634
2011	FORD	CROWN VIC	2FABP7EV6BX139075	DS2N875	371354
2016	DODGE	W/C VAN	2C7WDGBGXGR385359	HSL0979	45890
2019	DODGE	W/C VAN	2C4RDGBGXKR765899	NBB8686	64760
2013	DODGE	CARAVAN	2C4RDGCG0DR522054	CWP0346	352531
2017	DODGE	W/C VAN	2C7WDGBG8HR641192	JSY9971	231131
2019	DODGE	W/C VAN	2C4RDGBG6KR765902	NBB8340	46118
2017	DODGE	W/C VAN	2C4RDGBG6HR758781	JXT7929	224647
2016	DODGE	W/C VAN	2C7WDGBG9GR136874	GTD7381	202503
2017	DODGE	W/C VAN	2C4RDGBG7HR758787	JSY9935	246271
2017	DODGE	W/C VAN	2C4RDGBG2HR758793	JSY9933	239554
2019	DODGE	W/C VAN	2C4RDGBG1KR547625	LYL4834	128134
2017	DODGE	W/C VAN	2C4RDGBG7HR758790	JMB9285	111676
2017	DODGE	W/C VAN	2C4RDGBG6HR758795	JSY9934	222850
2018	DODGE	W/C VAN	2C4RDGBG9JR216757	LJL0136	12325
2016	DODGE	W/C VAN	2C7WDGBG9GR385353	HSL0980	232270
2016	DODGE	W/C VAN	2C7WDGBG3GR385350	MKL2470	272776

2017	DODGE	W/C VAN	2C4RDGBG1HR758784	JMB9283	204600
2016	DODGE	W/C VAN	2C4RDGBG4GR170635	NZG1366	178121
2014	DODGE	CARAVAN	2C4RDGCG6ER205414	JMB9163	342342
2016	DODGE	W/C VAN	2C4RDGBG5GR170627	NZG1370	179194
2016	DODGE	W/C VAN	2C7WDGBG2GR385341	HVS3628	146405
2015	DODGE	W/C VAN	2C7WDGBGXFR642924	GTD7274	185601
2013	DODGE	CARAVAN	2C4RDGCG3DR521397	CMX4904	236234
2019	DODGE	W/C VAN	2C4RDGBG7KR547645	LYL4835	120590
2014	CHRYSLER	TOWN & COUNTRY	2C4RC1BG4ER440797	GNF0906	202115
2017	DODGE	W/C VAN	2C4RDGBG6HR776536	KBG2264	186362
2014	DODGE	CARAVAN	2C4RDGCG5ER205856	FNT0891	239210
2013	DODGE	W/C VAN	2C4RDGCG2DR626397	DRN9090	272262
2014	DODGE	CARAVAN	2C4RDGCG3ER121597	FJN9289	312952
2019	DODGE	W/C VAN	2C4RDGBG3KR754372	MVG4660	71506
2016	DODGE	W/C VAN	2C7WDGBG5GR152733	GWK8539	136873
2016	DODGE	W/C VAN	2C4RDGBG2GR170634	PRJ3142	107963
2014	DODGE	CARAVAN	2C4RDGCGXER155889	FNT0829	237396
2016	DODGE	W/C VAN	2C7WDGBG8GR385344	HVM2234	122897
2015	DODGE	W/C VAN	2C7WDGBG4FR642899	GTD7182	111557
2013	DODGE	W/C VAN	2C4RDGCG8DR520388	DRN9130	289784
2014	DODGE	CARAVAN	2C4RDGCG9ER290930	KMW4090	170810
2016	DODGE	W/C VAN	2C7WDGBG7GR385349	HZP8201	79928
2013	DODGE	CARAVAN	2C4RDGCG8DR582101	LTM3924	190005
2016	DODGE	W/C VAN	2C7WDGBG4GR144302	HDN0021	18914
2014	DODGE	CARAVAN	2C4RDGCG2ER122336	FLV6451	296739
2016	DODGE	CARAVAN	2C4RDGBG2GR243369	NZG1361	121639
2016	DODGE	W/C VAN	2C7WDGBGXGR385345	HZP7341	148297
2015	DODGE	W/C VAN	2C7WDGBG2FR652170	GTD7380	77798
2016	DODGE	W/C VAN	2C7WDGBG6GR385343	HZP7340	131075
2016	DODGE	W/C VAN	2C7WDGBG4GR152738	GWK8538	123067
2014	DODGE	W/C VAN	2C4RDGBG2ER296392	DZW6323	240671
2014	DODGE	CARAVAN	2C4RDGCG4ER153782	FNT0978	134895
2016	DODGE	W/C VAN	2C7WDGBG1GR152731	GWK8550	138763
2019	DODGE	W/C VAN	2C4RDGBG4KR754574	MVG4508	37348
2016	DODGE	W/C VAN	2C7WDGBG6GR140137	GWK7359	155674
2013	DODGE	CARAVAN	2C4RDGCG8DR591218	CTJ9901	302100
2016	DODGE	W/C VAN	2C7WDGBG7GR385352	HZP7478	210269
		CARAVAN/WHEEL			
2018	DODGE	CHAIR	2C4RDGBG5JR250985	KXT1906	116200
2018	DODGE	W/C VAN	2C4RDGBG2JR303660	LJL0135	95393
2016	DODGE	W/C VAN	2C7WDGBG2GR385355	HVS3630	107075
2018	DODGE	W/C VAN	2C4RDGBG0JR255964	KXT1636	158229
2016	DODGE	W/C VAN	2C7WDGBG6GR144298	HDN0034	295443
2015	DODGE	W/C VAN	2C7WDGBG3FR642912	GTD7385	292585

2016	DODGE	W/C VAN	2C7WDGBG3GR136871	NBJ1040	304597
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2016	DODGE	W/C VAN	2C7WDGB5GR144230	GWK6743	191320
2019	DODGE	W/C VAN	2C4RDGBGXKR547638	MBW0338	105793
2016	DODGE	W/C VAN	2C7WDGBG6GR385360	HZP7477	89296
2016	DODGE	W/C VAN	2C7WDGBG4GR385356	HVS2524	119063
2019	DODGE	W/C VAN	2C4RDGBG9KR754571	MVG4511	87568
2013	DODGE	CARAVAN	2C4RDGCG4DR521683	MXM1019	218964
2016	DODGE	W/C VAN	2C7WDGBG5GR385348	HZP7339	207372
2013	DODGE	VAN	2C4RDGCG9DR521386	CND4585	262716
2018	DODGE	W/C VAN	2C4RDGBG4JR255966	KXT1635	143649
2017	DODGE	W/C VAN	2C4RDGBG6HR768050	JXN3431	206145
2017	DODGE	W/C VAN	2C4RDGBG8HR776554	JXN3432	80622
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2019	DODGE	W/C VAN	2C4RDGBG7KR754570	MVG4519	89707
2013	DODGE	CARAVAN	2C4RDGCG4DR550679	BVC6145	227807
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2017	DODGE	W/C VAN	2C4RDGBG5HR776544	KBG2736	207373
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2012	DODGE	CARAVAN	2C4RDGBG1CR205799	LLL6603	77550
2016	DODGE	CARAVAN	2C4RDGBG7GR203224	MGV4507	218216
2013	DODGE	W/C VAN	2C4RDGCG9DR685382	GCX8143	248254
2019	DODGE	W/C VAN	2C4RDGBG3KR754369	MVG4522	73961
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2016	DODGE	W/C VAN	2C7WDGBG4GR144221	GTL3927	170330
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2014	DODGE	W/C VAN	2C4RDGBG9ER296387	DZW6324	254745
2016	DODGE	W/C VAN	2C7WDGBG2GR152740	GWK8735	174998
2013	DODGE	CARAVAN	2C4RDGCG6DR549596	CWS2843	234535
2015	DODGE	W/C VAN	2C7WDGBG2FR642920	GTD7284	171909
2016	DODGE	W/C VAN	2C7WDGBGXGR385362	HZP8202	233608
2015	DODGE	W/C VAN	2C7WDGBG2FR642917	GTD7183	139677
2016	DODGE	W/C VAN	2C7WDGBG2GR144296	GWK6742	138859
2016	DODGE	W/C VAN	2C7WDGBG0GR140148	GWK6271	196211
2016	DODGE	W/C VAN	2C7WDGBG4GR385342	HZP7476	73100
2014	DODGE	CARAVAN	2C4RDGCG2ER155899	FYM0711	266180
2015	DODGE	W/C VAN	2C7WDGBG2FR652167	GTD7262	181948
2013	DODGE	CARAVAN	2C4RDGCG7DR521015	BXX8861	286870
2018	DODGE	W/C VAN	2C4RDGBG9JR347462	LJL0774	152117
2018	DODGE	W/C VAN	2C4RDGBG2JR347464	LJK9749	138630
2019	DODGE	W/C VAN	2C4RDGBG2KR530638	LLF1362	155087
2019	DODGE	W/C VAN	2C4RDGBG4KR530639	LKW8444	120035

2016	DODGE	W/C VAN	2C7WDGBG3GR144310	HDN0492	200299
2016	DODGE	W/C VAN	2C7WDGBG9GR161905	HDN0165	160819
2018	DODGE	W/C VAN	2C4RDGBGXJR303664	LJL0775	131083
2019	DODGE	W/C VAN	2C4RDGBG4KR765901	PCV5318	65594
2019	DODGE	W/C VAN	2C4RDGBG2KR754363	MVG4529	38342
2016	DODGE	W/C VAN	2C7WDGBG0GR144295	GWK6744	123326
2014	DODGE	W/C VAN	2C4RDGBG0ER254772	DZW6322	227981
2015	DODGE	W/C VAN	2C7WDGBG1FR652175	MMS1339	163747
2016	DODGE	W/C VAN	2C7WDGBG3GR144307	HDN0493	302319
2013	DODGE	CARAVAN	2C4RDGCGXDR522532	KPJ6047	152152
2016	DODGE	W/C VAN	2C7WDGBG3GR152763	HDN0166	163748
2018	DODGE	W/C VAN	2C4RDGBGXJR255972	KXT1634	154897
2018	DODGE	CARAVAN	2C4RDGBG1JR303665	LJL0134	107298
2019	DODGE	W/C VAN	2C4RDGBG6KR754379	MVG4520	27805
2019	DODGE	W/C VAN	2C4RDGBG0KR754572	MVG4510	85650
2011	MERCURY	MARQUIS	2MEBM7FV5BX601271	DB2L881	351780
2013	DODGE	G.CARAVAN	2C4RDGCG6DR521393	CMX4120	301021
2015	CHRYSLER	300	2C3CCAAG6FH755345	GNF1206	312297
2014	DODGE	CARAVAN	2C4RDGCG3ER154051	FJJ2098	328469
2013	DODGE	CARAVAN	2C4RDGCG0DR521678	CMX3617	340994
2014	DODGE	CARAVAN	2CRRDGCG2ER152999	FLV6128	392844
2014	DODGE	CARAVAN	2C4RDGBG5ER401930	MMR4568	157679
2016	DODGE	CARAVAN	2C4RDGBG8GR370384	NKG0762	177485
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2017	DODGE	CARAVAN	2C4RDGBG2HR566435	NBC1124	118076
2014	DODGE	CARAVAN	2C4RDGCG8ER266926	FNT0807	211975
2016	DODGE	CARAVAN	2C4RDGBGXGR243376	MMS2239	222823
2014	DODGE	CARAVAN	2C4RDGCG2ER205474	DZS4211	271490
2014	DODGE	CARAVAN	2C4RDGCG1ER273622	FGK7016	244287
2014	DODGE	CARAVAN	2C4RDGCG6ER153377	KDK8261	205645
2013	DODGE	W/C VAN	2C4RDGCG2DR611172	DXB5250	407189
2014	DODGE	CARAVAN	2C4RDGBG0ER179846	PRH2996	199038
2014	GMC	YUKON	1GKS1KE0XER237936	KPK4981	360354
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2014	DODGE	CARAVAN	2C4RDGCG7ER182256	FNT0827	371068
2014	DODGE	CARAVAN	2C4RDGCG8ER267400	FLV6450	191146
2015	GMC	YUKON	1GKS1HKC3FR126454	DGG8649	356010
2013	TOYOTA	W/C VAN	5TDZK3DC5DS368362	CRK8406	308011
2014	DODGE	CARAVAN	2C4RDGBG5ER352650	LHY0490	163610
2014	DODGE	CARAVAN	2C4RDGCG7ER128472	FLV6141	233202
2015	DODGE	CARAVAN	2C4RDGCG0FR603817	HGD6973	186708
2016	DODGE	CARAVAN	2C4RDGBG7GR235820	NZG1362	137891
2014	DODGE	CARAVAN	2C4RDGCG8ER120171	DZS4311	367291
2014	CHEVY	TAHOE	1GNSCBE0XER240462	FCR7633	300131

2014	DODGE	CARAVAN W/C	2C4RDGBG2ER210630	LWG4873	288946
2014	DODGE	CARAVAN	2C4RDGCG3ER120997	HSK8589	268420
2016	DODGE	CARAVAN	2C4RDGBG0GR203226	MMR4253	332596
2015	CHRYSLER	300	2C3CCAAGXFH792107	HBS1352	399425
2014	DODGE	CARAVAN	2C4RDGCG6ER210063	FLV6452	344783
2019	DODGE	CARAVAN	2C4RDGBGXKB754367	MNG4523	95135
2014	DODGE	CARAVAN	2C4RDGCG9ER155690	GKN5030	256270
2014	DODGE	CARAVAN W/C	2C4RDGBG9ER210639	LYL7121	271594
2013	DODGE	CARAVAN	2C4RDGCG6DR591377	LHY0906	187405
2016	DODGE	CARAVAN	2C4RDGBG1GR203218	MHS1199	236597
2014	DODGE	CARAVAN	2C4RDGCG6ER266651	FDZ7723	413026
2016	DODGE	CARAVAN	2C4RDGBG2GR218049	MHL7885	214032
2014	DODGE	CARAVAN	2C4RDGCG7ER205244	FDZ7721	277723
2014	DODGE	CARAVAN	2C4RDGCG8ER206189	FGK7426	358277
2015	DODGE	CARAVAN	2C4RDGCG9FR548042	HGD6974	308549
2013	TOYOTA	W/C VAN	5TDKZ3DC7DS352342	CDJ5867	456464
2013	CHEVY	SUBURBAN	1GNSCJE04DR272204	CWS4329	403260
2014	DODGE	CARAVAN	2C4RDGCG8ER267493	FNT0824	411557
2014	DODGE	CARAVAN	2C4RDGCG1ER182267	FGK7427	379526
2014	DODGE	CARAVAN	2C4RDGCG4ER154429	FJJ2091	337185
2015	DODGE	CARAVAN	2C4RDGBG7FR709425	GXD2708	237269
2014	DODGE	CARAVAN	2C4RDGCG0ER155836	FJJ2092	175846
2016	DODGE	CARAVAN	2C4RDGBG5GR235816	MMS2237	228046
2014	DODGE	CARAVAN	2C4RDGCG6ER267735	FNT0906	291151
2014	DODGE	CARAVAN	2C4RDGCG7ER154733	FNT0890	280718
2015	DODGE	CARAVAN	2C4RDGBG2FR710210	GXD2666	271805
2014	DODGE	CARAVAN	2C4RDGCG2ER183945	LPX0703	168583
2018	TOYOTA	SIENNA WC	5TDKZ3DCXJS903193	MMV1149	122918
2014	DODGE	W/C VAN	2C4RDGCG1ER153383	DZS4297	356412
2014	CHEVY	SUBURBAN	1GNSCJE02ER236531	FNT0979	312127
2014	CHRYSLER	300	2C3CCAAG9EH189163	PKL5995	271608
2019	DODGE	CARAVAN	2C4RDGBG9KR754375	NBB9273	61628
2017	DODGE	CARAVAN	2C4RDGBG0HR611811	NKG1033	162712
2014	DODGE	CARAVAN	2C4RDGBG4ER471015	HBS1349	386965
2019	DODGE	CARAVAN	2C4RDGBG3KR547657	LYL4833	116878
2013	DODGE	CARAVAN	2C4RDGBG9DR765167	LHY0491	163381
2014	DODGE	CARAVAN	2C4RDGCGXER205822	FGK7789	397838
2016	DODGE	W/C VAN	2C4RDGBG3GR170626	NZG1369	190241
2016	DODGE	CARAVAN	2C4RDGBG4GR235824	MMP7648	199508
2015	DODGE	CARAVAN	2C4RDGCG9FR710025	GNF0905	274064
2016	DODGE	CARAVAN	2C4RDGBG8GR243361	MHL7163	172464
2016	DODGE	CARAVAN	2C4RDGBG6GR243360	MHS1528	244727
2014	DODGE	CARAVAN	2C4RDGCG9ER214401	MHM0078	277111
2012	TOYOTA	W/C VAN	5TDKZ3DC3CS257405	BCY8860	374707

2013	LINCOLN	MKS	1LNHL9DK9DG602642	LLL6853	168825
2019	DODGE	W/C VAN	2C4RDGBG8KR765903	NBB9274	69919
2016	DODGE	CARAVAN	2C4RDGBG6GR243374	MVP6275	180283
2016	DODGE	CARAVAN	2C4RDGBG2GR218035	MVP6274	244341
2016	DODGE	CARAVAN	2C4RDGBG3GR218044	MVP6052	220530
2015	DODGE	CARAVAN	2C7WDGBG2FR642903	GTD7261	215834
2014	DODGE	CARAVAN	2C4RDGCGXER205514	FGK7025	320995
2015	CHRYSLER	300	2C3CCAAGXFH807320	HBS1351	191734
2014	CHRYSLER	300	2C3CCAAG0EH141633	MCD2651	270412
2013	DODGE	CARAVAN	2C4RDGBG2DR763292	PCY6506	317543
2014	CHRYSLER	300	2C3CCAAG9EH354550	FLV6570	255409

**BILL OF SALE  
(VEHICLES)**

In consideration for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Fiesta Cab Company, a Texas corporation ("Seller"), hereby grants, bargains, transfers, sells, assigns, conveys and delivers to Silver Lining Motors, LLC, a Missouri limited liability company ("Buyer"), all of such Seller's right, title and interest in and to the vehicles listed on Exhibit A to this Bill of Sale.

This Bill of Sale is being executed and delivered by the undersigned parties as a condition to and in connection with the closing of the Asset Purchase Agreement, dated [REDACTED], 2021, by and between Seller and WHC HTX, LLC ("Purchase Agreement").

Seller agrees that the representations and warranties of Seller in Article III of the Purchase Agreement apply to this Bill of Sale, and the Purchase Agreement is incorporated herein for said purpose.

This Bill of Sale will inure to the benefit of and will bind the Seller and its successors and assigns.

**SILVER LINING MOTORS, LLC,**  
By: WHC Worldwide, LLC, as sole member

By: \_\_\_\_\_  
William M. George, as Managing Member

**FIESTA CAB COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

Exhibit A to Bill of Sale (Vehicles)

Vehicle Year	Vehicle Make	Vehicle Model	VIN	Vehicle Plate Number	Odometer Current
2014	DODGE	CARAVAN	2C4RDGCG4ER205346	FGK7020	261671
2014	DODGE	CARAVAN	2C4RDGCG4ER266907	FTR6106	335224
2015	DODGE	CARAVAN	2C4RDGBG5ER470956	HBS1347	227722
2014	DODGE	CARAVAN	2C4RDGCG1ER128676	FJJ1087	254163
2014	DODGE	CARAVAN	2C4RDGBG9ER214626	LWG4875	203325
2014	DODGE	CARAVAN	2C4RDGBG5ER471007	HBS1350	171237
2015	DODGE	CARAVAN	2C4RDGCG5FR527284	GNF0907	240582
2013	DODGE	CARAVAN	2C4RDGCG9DR521663	HKY5017	167159
2014	DODGE	CARAVAN	2C4RDGCG1ER205790	FGK7015	213228
2016	DODGE	CARAVAN	2C4RDGBG9GR203225	NZG1372	152046
2014	DODGE	CARAVAN	2C4RDGBG0ER214627	MHL7886	258252
2014	DODGE	CARAVAN	2C4RDGBG7ER214625	LWG4874	221539
2015	DODGE	CARAVAN	2C4RDGBG1FR664420	LHY0499	223508
2014	DODGE	CARAVAN	2C4RDGCG0ER205280	FDZ7725	549630
2016	DODGE	CARAVAN	2C4RDGBG3GR235832	MHL7431	280479
2013	DODGE	CARAVAN	2C4RDGCG4DR520341	LRZ6367	160073
2014	DODGE	CARAVAN	2C4RDGCG3ER182173	FLV6140	228907
2014	CHRYSLER	TOWN & COUNTRY	2C4RC1BG0ER434978	GNF0908	317457

**Exhibit D to Asset Purchase Agreement**

**Lease Agreement**

[Attached]

## LEASE

This Lease Agreement (“**Lease**”) is made and entered into as of [\_\_\_\_], 2021 (“**Commencement Date**”), by and between Notre Capital Management, Inc. (“**Landlord**”), and WHC HTX, LLC, a Texas limited liability company (“**Tenant**”).

## RECITALS

WHEREAS, Landlord desires to lease the Leased Premises (as defined below) to Tenant, and Tenant desires to lease the same from Landlord, on the terms and conditions set forth in this Lease.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

## ARTICLE I - LEASED PREMISES; PURPOSE

**1.1    Leased Premises.** Upon the terms and conditions herein, Landlord hereby leases to Tenant approximately 10,400 square feet of space (“**Leased Premises**”) within an approximately [25,000] square foot building (“**Building**”), located at 4201 Langley Rd, Houston, Harris County, Texas, Suite [\_\_\_\_], as further described in Exhibit “A” hereto (“**Property**”), as further depicted on Exhibit “B” attached hereto. As used herein, Leased Premises shall also include (1) such non-exclusive rights-of-way, easements and similar rights with respect to the Building and Property as may be reasonably necessary for access to and egress from the Leased Premises, including all common areas thereof, and (2) 200 parking stalls suitable for vehicular parking.

**1.2    No New Improvements.** Tenant will take possession of the Leased Premises on the Commencement Date in its “AS IS” condition.

**1.3    Use; Access.** Tenant may use the Leased Premises solely for the purpose of the operation of a taxi cab and any other use reasonably incidental thereto. Tenant, and its employees, agents, contractors, patients, and invitees, will have access to the Leased Premises 24 hours per day, 7 days per week.

## ARTICLE II – TERM

**2.1    Term.** The term of this Lease will be for thirty six (36) months, commencing on the Commencement Date (“**Term**”) unless said term shall be sooner terminated as provided herein.

**2.2    Renewal Options.** Provided Tenant is not then in default of any of the terms and provisions of this Lease beyond any applicable notice and cure periods, Tenant shall have the option (the “**Renewal Option**”) to renew this Lease for two (2) consecutive terms of one (1) year after the initial Term of this Lease (“**Renewal Term**”) upon the same terms and conditions as the initial Term of this Lease, except that the monthly Rent for Renewal Term shall be mutually agreed upon by Landlord and Tenant; provided that the Rent will be increased by [\_\_\_\_]% at the beginning

of each Renewal Term. In order to exercise a Renewal Option, Tenant must advise Landlord in writing of its desire to renew no later than six (6) calendar months prior to the end of the Term.

### ARTICLE III – RENT; OPERATING EXPENSES

**3.1      Rent.** Subject to any adjustments to the Term as set forth in Article II, Tenant shall pay to Landlord \$[\_\_\_\_] per month (“**Base Rent**”).

**3.2      Late Charge.** If Tenant fails to pay Rent within 15 days after due, the amount unpaid will be subject to (i) a late payment charge, as Additional Rent, of 5% of the amount unpaid, to cover Landlord’s additional administrative costs; provided, the first two (2) times in any lease year that Tenant fails to pay Rent on or before the date it was due, Tenant shall not be required to pay such late payment charge if Tenant pays the unpaid amount within five (5) business days after Landlord delivers written notice of such failure, and (ii) interest on all such unpaid sums (other than the late payment charge), which interest shall commence accruing on the payment due date at a per annum rate equal to 7%.

**3.3      Operating Expenses.** It is the intent of both parties that, except as otherwise expressly provided herein, the Base Rent herein specified shall be net to the Landlord throughout the Term. Therefore, except as otherwise expressly provided herein, Tenant’s shall pay all reasonable, necessary, and actual operating, maintenance, and repair costs for the Leased Premises that arise during the Term, as well as Tenant’s Proportionate Share (as defined below) of the costs of repair and maintenance of the Building and common areas except for those items excluded below (all such costs, “**Operating Expenses**”). As used herein, “**Tenant’s Proportionate Share**” means [\_\_\_\_]%, calculated by dividing the square footage of the Leased Premises by the total square footage of the Building. Tenant agrees to pay the same to Landlord as “**Additional Rent**” (with Base Rent and Additional Rent herein collectively referred to as “**Rent**”), unless they are paid directly by Tenant. Notwithstanding the foregoing, Operating Expenses shall not include any of the following:

- (a) Any capital expenditures (including, without limitation, expenditures related to the repair and maintenance of the structural components of the Building, the roof, the foundation, and exterior walls);
- (b) The costs of repairs, if and to the extent that any such costs is actually reimbursed by the insurance carried by Landlord or subject to award under any eminent domain proceeding;
- (c) Depreciation, amortization, and interest payments, or principal and interest on indebtedness or any cost of financing or refinancing the Building or the Property;
- (d) Costs associated with operating the entity which constitutes Landlord (as the same are distinguished from the costs of operation of the Building or the Property), such as compensation paid to officers or executives of Landlord, management fees, and fees paid for accounting and legal matters for such entity;

- (e) Costs, including attorneys' fees and settlement judgments and/or payments in lieu thereof, arising from actual or potential claims, disputes, litigation or arbitration pertaining to Landlord, Building and/or the Property;
- (f) Costs of repairs which would have been covered by casualty insurance but for Landlord's failure to maintain casualty insurance to cover the replacement value of the Building or the Property as required by this Lease;
- (g) Costs of bringing the Building or the Property into compliance with law;
- (h) Any other costs, expenses or obligations specifically assumed by Landlord under this Lease;
- (i) Costs to repair any damage to the Building or the Property arising from the intentional act or omission or negligence of Landlord;
- (j) Tax penalties and interest or fees thereon;
- (k) Any property management fees; and
- (l) Reserves for any Operating Expenses not permitted under this Section or for bad debts, future repairs, improvements, additions or any expenditures that would be incurred subsequent to the current lease year.

**3.4 Utilities and Other Services.** Landlord represents and warrants that, as of the Commencement Date, the Leased Premises are supplied with all utilities necessary and customary for the operation of an automobile showroom, and Landlord agrees to make all such utilities available for use by Tenant during the Term, provided that Tenant shall pay the cost of using all such utilities used within the Leased Premises.

**3.5 Taxes.** Tenant shall pay Landlord Tenant's Proportionate Share of all taxes, assessments, charges, and fees which during the Term hereof may be imposed, assessed or levied by any governmental or public authority against or upon the Property (collectively, "Taxes").

**3.6 Audit.** Tenant, at its expense, shall have the right, no more frequently than once per calendar year, upon written notice to Landlord, to cause independent certified public accountant to audit Landlord's books and records relating to Operating Expenses. Tenant shall pay all audit costs and fees. Any audit conducted by Tenant must be conducted by an independent accounting firm that is compensated on an hourly or fixed fee basis, and not on a contingency or success fee basis. Landlord shall promptly refund to Tenant any overpayment of Operating Expenses identified by such audit, and Tenant shall promptly pay to Landlord any underpayment of Operating Expenses identified by such audit. In the event an audit reveals that Operating Expenses were overstated by Landlord by more than ten percent (10%), Landlord shall reimburse Tenant for the reasonable costs of such audit.

#### IV. MAINTENANCE AND REPAIRS; ALTERATIONS; SIGNAGE

**4.1 Maintenance and Repair by Tenant.** During the Term, Tenant, at its own cost and expense, shall maintain and repair all interior parts of the Leased Premises and keep them in good working order, subject to ordinary wear and tear. However, Tenant will not be obligated to pay for those items specifically excluded from Operating Expenses. If Tenant incurs any cost in maintaining or repairing such items specifically excluded from Operating Expenses, Tenant may deduct the cost of such repair from the Rent next due. Tenant's work, repairs and replacements shall be performed and installed free and clear of liens and encumbrances.

**4.2 Maintenance and Repair by Landlord.** During the Term, Landlord, at its own cost and expense, shall maintain, repair and, if necessary, replace, the structural components of the Building, roof, exterior walls, and foundations. Tenant shall promptly give Landlord written notice of any required repairs to any such items that Landlord is required to repair under this Section, and Landlord shall promptly repair the same. However, in the event Landlord fails to commence repair of any such matters within 10 days after delivery of notice to Landlord, Tenant may arrange for the repair and deduct the cost of such repair, plus 7%, from the Rent next due.

**4.3 Alterations.** Tenant may make such alterations, additions, improvements, or any other changes to the Leased Premises without the consent of the Landlord as long as (i) such alterations, additions, improvements, or changes involve no more than \$50,000 in any 12-month period, and are nonstructural in nature, and (ii) Tenant gives notice thereof to Landlord. All other means alterations, additions, improvements, or changes require the prior written consent of the Landlord which shall not be unreasonably withheld, delayed, or conditioned. Tenant shall present to the Landlord plans and specifications for such work at the time any required consent is sought. All such work shall be done in a good and workmanlike manner and diligently prosecuted to completion. Any alterations, additions, or improvements to or of the Leased Premises, including, but not limited to, wall covering, paneling, and built-in cabinet work (but excepting movable furniture, equipment, trade fixtures and other personal property of Tenant that can be removed without damage to the Building, any of which may be removed by Tenant at any time), shall at the expiration of the Term become a part of the realty and shall be surrendered with the Leased Premises. Tenant shall have the right to install on the Leased Premises such equipment, trade fixtures, and personal property as is reasonably necessary for Tenant to conduct its business.

**4.4 Signs.** Tenant may place and display, with the consent of Landlord, any signs, awnings, and canopies on the Building or otherwise within the Leased Premises as long as they comply with all applicable laws and regulations.

#### V. ASSIGNMENT AND SUBLEASES

**5.1 Assignment and Subleases.** Except for Permitted Transfers (as defined below), Tenant may not assign, encumber or transfer this Lease or any interest therein, and shall not sublet the Leased Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (except for Tenant's employees, agents, servants, and invitees, and sublessees and assignees as expressly permitted under this Lease) to occupy or use the Leased Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent may not be

unreasonably withheld, delayed, or conditioned. The giving of consent in one instance shall not preclude the need for Tenant to obtain Landlord's consent to further transfers.

**5.2    Permitted Transfers.** Notwithstanding the foregoing, Tenant may, without the consent of Landlord, assign its entire interest under this Lease to its Affiliate (defined below) or to a successor to Tenant by purchase, merger, consolidation or reorganization, provided that all of the following conditions are satisfied in Landlord's reasonable discretion (a "Permitted Transfer"): (a) no uncured event of default exists under this Lease; (b) in the event of a successor to Tenant by purchase, merger, consolidation or reorganization, Tenant's successor shall own all or substantially all of the assets of Tenant; (c) in the event of a successor to Tenant by purchase, merger, consolidation or reorganization, Tenant's successor shall have a net worth which is at least equal to Tenant's net worth as of the day prior to the proposed purchase, merger, consolidation or reorganization; (d) such Affiliate or Tenant successor is not on OFAC list; and (e) Tenant shall give Landlord written notice of the Permitted Transfer, along with all applicable documentation and other information necessary for Landlord to determine that the requirements of this Section have been satisfied. As used herein, "**Affiliate**" means a person or an entity, which directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with Tenant; and the term "control" means the right and power, direct or indirect, to direct or cause the direction of the management and policies of a person or business entity, corporation or otherwise.

## VII. INSURANCE; INDEMNITY

**7.1    Tenant's Insurance.** Tenant shall, at Tenant's expense, obtain and keep in force during the Term a policy of Commercial General Liability Insurance with Broad Form General Liability Endorsement, or equivalent, in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, of bodily injury and property damage combined, and shall insure Tenant with Landlord as an additional insured against liability arising out of the use, occupancy or maintenance of the Leased Premises. In addition, Tenant shall, at Tenant's expense, obtain and keep in force during the Term for the benefit of Tenant, fire and extended coverage insurance in an amount sufficient to cover the full replacement cost, as the same may exist from time to time, of all of Tenant's personal property, fixtures, equipment, and Tenant's improvements to the Leased Premises.

**7.2    Waiver of Subrogation.** Landlord and Tenant intend that their respective property loss risks shall be borne by reasonable insurance carriers to the extent above provided, and Landlord and Tenant hereby agree to look solely to, and seek recovery only from, their respective insurance carriers in the event of a property loss to the extent that such coverage is agreed to be provided hereunder. Notwithstanding anything to the contrary, the parties each hereby waive all rights and claims against each other for such losses, and waive all rights of subrogation of their respective insurers, provided such waiver of subrogation shall not affect the right to the insured to recover thereunder. The parties agree that their respective insurance policies are now, or shall be, endorsed such that the waiver of subrogation shall not affect the right of the insured to recover thereunder.

**7.3 Indemnity.** Each party shall indemnify and save harmless the other party against and from all costs, fees, interests, charges, reimbursements, obligations, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims, and demands of every kind or nature, including reasonable counsel fees, by or on behalf of any person, party, or governmental authority whatsoever arising out of any breach of this Agreement, unless such matter arises out of the negligence or willful misconduct of the other party, its agents, contractors, or employees

### **VIII. CASUALTY**

**8.1 Casualty – Landlord Obligation.** During the Term, if the Leased Premises shall be damaged or destroyed by fire or other casualty (“**Casualty**”), then, unless the Lease is terminated as provided in this Section 8, Landlord shall repair and restore the Leased Premises to substantially the same condition of the Leased Premises immediately prior to such Casualty, provided Landlord’s obligation is limited to the extent of the insurance proceeds received by Landlord. Landlord shall have no obligation to repair and restore Tenant’s trade fixtures, decorations, signs, or contents to the Leased Premises or any personal property of Tenant.

**8.2 Casualty – Tenant Obligation.** During the Term, if Tenant’s personal property shall be damaged or destroyed by Casualty, then, unless the Lease is terminated as provided in this Section 8, Tenant shall repair and restore the same to substantially the same condition immediately prior to such Casualty, provided the Casualty is insured under Tenant’s insurance policies, and Tenant’s obligation is limited to the extent of the insurance proceeds received by Tenant.

**8.3 Option to Terminate.** Landlord and Tenant shall each have the option of terminating the Lease following the Casualty if: (i) the Leased Premises is rendered or would be rendered wholly untenantable for a period in excess of 6 months; (ii) the Leased Premises is damaged in whole or in Significant Part (as defined below) as a result of a risk which is not covered by Landlord’s insurance policies; (iii) Landlord’s lender does not permit a sufficient amount of the insurance proceeds to be used for restoration purposes; (iv) the Leased Premises is damaged in whole or in Significant Part during the last 2 years of the Term (provided that if Tenant duly exercises its Renewal Option, then Landlord will be obligated to repair and restore pursuant to this Article). If Landlord or Tenant elects to terminate this Lease, then it shall give notice of the cancellation to the other party within 60 days after the date of the Casualty. Tenant shall also have the option of terminating the Lease if: (i) Landlord has failed to substantially restore the damaged Leased Premises within 12 months of the Casualty, subject to the provisions of Section 8.8 (“**Restoration Period**”); and (ii) Tenant gives Landlord notice of the termination after the end of the Restoration Period and the Leased Premises are not restored at the time that Tenant gives Landlord such notice. As used herein, “**Significant Part**” means if the Leased Premises are damaged or destroyed by Casualty to the extent of 50% or more of the then-monetary value thereof.

**8.4 Insurance Proceeds.** Landlord and Tenant shall cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of, any insurance proceeds that may be due in the event of any loss, and each party will execute, acknowledge and deliver to the other such instruments as may be required to facilitate the recovery of any insurance proceeds.

**8.5 Notice.** Tenant shall give prompt notice to Landlord of all fires and other occurrences in, on or about the Leased Premises which result in any death or in any damage or destruction to the Leased Premises or any part thereof costing in excess of \$100,000.

## IX. CONDEMNATION

**9.1 Total Condemnation.** If the whole of the Leased Premises shall be acquired or taken by condemnation proceeding, then this Lease shall cease and terminate as of the date of title vesting in such proceeding. If this Lease is terminated as provided in this Section, rent shall be paid up to the day that possession is so taken by public authority and Landlord shall make an equitable refund of any rent paid by Tenant in advance.

**9.2 Partial Condemnation.** If any part of the Leased Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for Tenant's operations, then this Lease shall cease and terminate as aforesaid. If such partial taking is not extensive enough to render the Leased Premises unsuitable for Tenant's operations, as reasonably determined by Tenant, then this Lease shall continue in effect except that the Base Rent and Additional Rent shall be reduced in the same proportion that the portion of the Leased Premises taken bears to the total area initially demised, and Landlord shall, upon receipt of the award in condemnation, make all necessary repairs or alterations to the Building in which the Leased Premises are located, provided that Landlord shall not be required to expend for such work an amount in excess of the amount received by Landlord as damages for the part of the Leased Premises so taken. "**Amount received by Landlord**" shall mean that part of the award in condemnation which is free and clear to Landlord of any collection by mortgage lenders for the value of the diminished fee.

**9.3 Landlord's or Tenant's Option to Terminate.** If more than 50% of the Building or the Property shall be taken as aforesaid, Landlord or Tenant may, by written notice to the other party within 30 days of such taking, terminate this Lease. If this Lease is terminated as provided in this Section, rent shall be paid up to the day that possession is so taken by public authority and Landlord shall make an equitable refund of any rent paid by Tenant in advance.

**9.4 Award.** The Landlord shall be entitled to all proceeds of any taking; provided, however, that this provision shall not prohibit Tenant from prosecuting by separate action against the condemning authority any claim it may have for business damages, provided that the prosecution of such claim by Tenant does not reduce the award to Landlord.

**9.5 Definition.** As used in this Article, the term "**condemnation proceeding**" means any action or proceeding in which any interest in the Leased Premises is taken for any public or quasi-public purpose by any lawful authority through exercise of eminent domain or right of condemnation or by purchase or otherwise in lieu thereof.

## X. FINANCING; SUBORDINATION

**10.1 Subordination.** Tenant's rights under this Lease are subordinate to Landlord's mortgagee who has a mortgage or deed of trust interest in the Property, provided that so long as Tenant continues to perform all of its obligations under this Lease, its tenancy shall remain in full

force and effect notwithstanding Landlord's default in connection therewith. To the fullest extent allowed by applicable law, the foregoing subordination is self-operative and no further interest of subordination is required. Upon request by Tenant, Landlord agrees to cause its existing mortgagee to execute a customary and reasonable subordination, non-disturbance and attornment agreement with respect to this Lease. At Landlord's request, Tenant will, without charge, execute, acknowledge and deliver to Landlord (or, at Landlord's request) a similar subordination, non-disturbance and attornment agreement for any future mortgagee of Landlord. In no event will the Tenant be required to guarantee or be obligated on such mortgage or lien.

**10.2 Attornment.** Any sale, assignment, or transfer of Landlord's interest under this Lease or in the Leased Premises including any such disposition resulting from Landlord's default under a mortgage, shall be subject to this Lease and also Tenant shall attorn to Landlord's successor and assigns and shall recognize such successor or assigns as Landlord under this Lease, regardless of any rule of law to the contrary or absence of privity of contract.

## XI. EVENTS OF DEFAULT; REMEDIES

**11.1 Default by Tenant.** Upon the occurrence of any of the following "Events of Default", Landlord shall have the remedies set forth in Section 11.2:

(a) Tenant fails to pay any installment of Base Rent or Additional Rent or any other sum due hereunder, within 10 days after Tenant receives written notice of sums due.

(b) Tenant fails to perform any other obligation under this Lease within 30 days after written notice of such default shall have been given to Tenant by Landlord or, if cure would reasonably require more than 30 days to complete, if Tenant fails to commence performance within the 30-day period or fails diligently and continuously to pursue such cure to completion.

(c) Tenant shall become bankrupt or insolvent or file any debtor proceedings or have taken against such party in any court pursuant to state or federal statute, a petition in bankruptcy or insolvency, reorganization, or appointment of a receiver or trustee; or Tenant petitions for or enters into an arrangement; or suffers this Lease to be taken under a writ of execution; or Tenant makes a transfer in fraud of creditors or an assignment for the benefit of credits; or there shall be a receiver or trustee appointed for the Leased Premises or for all or substantially all of the assets of Tenant.

**11.2 Remedies.** In the event of the occurrence of any of the Events of Default described in Section 11.1, Landlord, at its election, may exercise one or more of the following options, the exercise of any of which shall not be deemed to preclude the exercise of any others herein listed or otherwise provided by statute or general law at the same time or at subsequent times or actions:

(a) Terminate this Lease by giving Tenant written notice of termination, in which event this Lease shall terminate on the date specified in such notice and all rights of Tenant under this Lease shall expire and terminate as of such date, Tenant shall remain liable for all obligations under this Lease up to the date of such termination and Tenant shall surrender the Leased Premises to Landlord on the date specified in such notice; and

if Tenant fails to so surrender, Landlord shall have the right, without notice, to enter upon and take possession of the Leased Premises and to expel and remove Tenant and its effects without being liable for prosecution or any claim of damages therefor;

(b) Terminate this Lease as provided in the immediately preceding subsection and recover from Tenant, all damages Landlord may incur by reason of Tenant's Event of Default, including without limitation, the then present value (discounted at a rate equal to the then issued treasury bill having a maturity approximately equal to the remaining Term of this Lease had such Event of Default not occurred) of (i) the total Rent which would have been payable hereunder by Tenant for the period beginning with the day following the date of such termination and ending with the expiration date of the Term as originally scheduled hereunder, minus (ii) the aggregate reasonable rental value of the Leased Premises for the same period (taking into account all relevant factors including, without limitation, the length of the remaining Term, the then current market conditions in the general area, the likelihood of reletting for a period equal to the remainder of the Term, net effective rates then being obtained by landlords for similar type space in similar buildings in the general area, vacancy levels in the general area, current levels of new construction in the general area and how that would affect vacancy and rental rates during the period equal to the remainder of the Term and inflation), plus (iii) the costs of recovering the Leased Premises, and all other reasonable expenses incurred by Landlord due to Tenant's Events of Default, including, without limitation, reasonable attorneys' fees, plus (iv) the unpaid Rent earned as of the date of termination, plus interest at the lesser of 12% and the maximum rate permitted by law ("**Default Rate**"), all of which sum shall be immediately due and payable by Tenant to Landlord;

(c) Without terminating this Lease, and without notice to Tenant, Landlord may in its own name, but as agent for Tenant enter into and take possession of the Leased Premises and re-let the Leased Premises, or any portion thereof, as agent of Tenant, upon any terms and conditions as Landlord may deem necessary or desirable. Landlord shall have no obligation to attempt to re-let the Leased Premises or any part thereof except to the extent required by applicable law. Upon any such re-letting, all rentals received by Landlord from such re-letting shall be applied first to the costs incurred by Landlord in accomplishing any such re-letting, and thereafter shall be applied to the Rent owed by Tenant to Landlord during the remainder of the Term of this Lease and Tenant shall pay any deficiency between the remaining Rent due hereunder and the amount received by such re-letting as and when due hereunder;

(d) allow the Leased Premises to remain unoccupied, so long as Landlord satisfies any duty established by applicable law to mitigate its damages, and collect Rent from Tenant as it becomes due; or

(e) pursue such other remedies as are available at law or in equity.

## XII. PROVISIONS APPLICABLE AT TERMINATION OF LEASE

**12.1 Surrender of Leased Premises.** Upon the expiration of this Lease, Tenant will surrender the Leased Premises in the same condition as they existed as of the Commencement Date, subject to ordinary wear and tear. Before surrendering the Leased Premises, Tenant shall remove all of its personal property and trade fixtures and such property or the removal thereof shall in no way damage the Leased Premises, and Tenant shall be responsible for all costs, expenses and damages incurred in the removal thereof.

**12.2 Holding Over.** In the event that Tenant remains in possession of the Leased Premises after the expiration of this Lease without the written permission of Landlord, and without the execution of a new lease, Tenant shall be deemed occupying the Leased Premises as a tenant at sufferance only, at a rental rate equal to (i) during the first 6 months of the holdover period, 125% of the Base Rent in effect upon the date of such expiration, and (ii) 150% of the Base Rent in effect upon the date of such expiration thereafter, together with the Additional Rent, subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to such tenancy. Acceptance by Landlord of Base Rent or Additional Rent after such expiration shall not constitute a renewal of this Lease or permit Tenant to continue such holdover. The foregoing provisions of the Section are in addition to and do not affect Landlord's right of re-entry or any rights of Landlord hereunder or as otherwise provided by law. If Tenant fails to surrender the Leased Premises upon the expiration of this Lease despite demand to do so by Landlord, Tenant shall indemnify and hold Landlord harmless from all loss or liability, including, without limitation, any claim made by any succeeding tenant founded on or resulting from such failure to surrender.

## XIII. ATTORNEYS' FEES

If either party institutes a suit against the other for violation of or to enforce any covenant or condition of this Lease, or if either party intervenes in any suit in which the other is a party to enforce or protect its interest in or rights under this Lease, then the Prevailing Party shall be entitled to all of its costs and expenses, including reasonable attorneys' fees. The term "**Prevailing Party**" means the party, either Landlord or Tenant, that establishes a breach of this Lease by the other party or otherwise establishes liability of the other party for wrongful conduct, regardless of whether actual damages are awarded. In the case where both parties prevail on different claims, the Prevailing Party shall be the party that is awarded the greater amount of damages..

## XIV. ESTOPPEL CERTIFICATE

Tenant shall, within 30 days after Landlord's request, execute and deliver to Landlord a written certification (a) ratifying this Lease; (b) certifying whether or not this Lease is in full force and effect and whether or not it has been assigned, modified, supplemented or amended, except by such writing as shall be stated; (c) if all conditions under this Lease to be performed by Landlord have been satisfied or, if not, the manner in which they have not been satisfied; (d) that there are no defenses or offsets against the enforcement of this Lease by the Landlord, or stating those claimed by Tenant; (e) the amount of advance Rent, if any, (or none if such is the case) paid by Tenant; and (f) the date to which rental has been paid. Within 15 days after the request of Tenant, Landlord shall deliver a similar certificate in favor of Tenant.

## XV. MISCELLANEOUS PROVISIONS

**15.1 No Partnership.** Landlord does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Tenant in the conduct of its business or otherwise.

**15.2 Force Majeure.** Landlord and Tenant shall be excused for the period of any delay in the performance of any obligations hereunder (except for the payment of money) when prevented from so doing by cause or causes reasonably beyond such performing party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or service not related to such party's negligence, acts of God, or inclement weather.

**15.3 No Waiver.** Failure of either party to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by the waiving party.

**15.4 Notice.** Any notice required or desired to be given to a party hereto shall be valid and sufficient if in writing and addressed to the addresses listed below and delivered by personal delivery or overnight delivery or mailed by United States registered or certified mail, with postage and charges prepaid thereon. Any notice shall be deemed to have been given on the day delivered if personally delivered, the day after sending if delivered by overnight delivery, or 3 days after mailing (or the date of first refusal if earlier) if sent by registered or certified mail. Landlord or Tenant may designate the place to which notices shall be given and addressed by giving at least 15 days' prior written notice to the other party, such notice to be given in accordance with the foregoing provisions of this Section. The initial address for each party shall be as follows:

As to Landlord:

Notre Capital Management, Inc.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As to Tenant:

WHC HTX, LLC  
c/o WHC Worldwide, LLC  
1300 Lydia Ave.  
Kansas City, MO 64106

**15.5 Captions; Attachments; Defined Terms.** The captions to the Section of this Lease are for convenience of reference only and shall not be deemed relevant in resolving questions of construction or interpretation under this Lease. Exhibits referred to in this Lease, and any addendums and schedules attached to this Lease and initialed by the parties shall be deemed to be incorporated in this Lease as though part hereof.

**15.6 Partial Invalidity.** If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application

of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

**15.7 Broker's Commissions.** Each party represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with this Lease and agrees to indemnify the other party against and hold it harmless from all liabilities arising from such claim, including any attorneys' fees connected therewith.

**15.8 Use of Pronouns.** The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporation. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

**15.9 Provisions Binding, Etc.** Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representative, heirs, successors, and assigns. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one Tenant, they shall all be bound, jointly and severally, by such provisions.

**15.10 Entire Agreement, Etc.** This Lease and the Exhibits, Riders, and/or any Addenda, if any, attached hereto, constitute the entire agreement between the parties, and supersede all prior agreements, written or oral, between the parties. All Exhibits, Riders, and/or Addenda mentioned in this Lease are incorporated herein by reference. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed. Submission of this Lease for examination does not constitute an option for the Leased Premises and becomes effective as a lease only upon execution and delivery thereof by Landlord to Tenant. If any provision contained in Rider or Addenda is inconsistent with a provision in the body of this Lease, the provision contained in said Rider or Addenda shall control. The captions and Section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of any Section or Paragraph.

**15.11 Choice of Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Texas.

**15.12 Waiver of Jury Trial.** THE PARTIES HERETO SHALL, AND THEY HEREBY DO, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, FOR THEMSELVES, THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE, THE LEASED PREMISES, ACTIONS OF ANY PARTY, AND/OR CLAIM OF INJURY OR DAMAGE. THIS

PROVISION IS A MATERIAL INDUCEMENT TO THE PARTIES ENTERING INTO THIS LEASE.

**15.13 Counterparts.** This Lease may be executed in counterparts, each of which constitutes an original and all of which taken together shall constitute one agreement.

**15.14 Condition Precedent.** Notwithstanding anything herein to the contrary, this Lease will be conditioned on, and will not become effective until and unless, the transactions contemplated under the Asset Purchase Agreement, by and between Tenant, as purchaser, and various sellers, subject to the jointly administered bankruptcy Case Nos. 21-60064, 21-60065, 21-60066, 21-60067, and 21-60069 under Chapter 11 of Title 11 of the United States Code, as amended and the rules and regulations promulgated thereunder, in the United States Bankruptcy Court for the Southern District of Texas, are fully closed and consummated.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this instrument as of the date first above written.

**“Landlord”**

**NOTRE CAPITAL MANAGEMENT, INC.**

By: \_\_\_\_\_

Name:

Title:

**“Tenant”**

**WHC HTX, LLC**

By: WHC Worldwide, LLC, as sole member

By: \_\_\_\_\_  
William M. George, Managing Member

**Exhibit "A"**

**Description of Property**

**Exhibit "B"**

**Depiction of Leased Premises**

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (“Agreement”) is dated as of [REDACTED], 2021, by and among WHC ATX, LLC, a Texas limited liability company (“Buyer”), and Greater Austin Transportation Company (“Seller”). Seller and Buyer are sometimes referred to collectively herein as the “Parties.”

### RECITALS

**WHEREAS**, Seller operates a taxicab business in the Austin, Texas area, using the trade names Yellow Cab, Fiesta Cab, Taxis Fiesta, and United Cab (the “Business”);

**WHEREAS**, Seller is currently a debtor-in-possession in the jointly administered bankruptcy cases, Case Nos. 21-60064, 21-60065, 21-60066, 21-60067, and 21-60069 (the “Bankruptcy Proceeding”), under Chapter 11 of Title 11 of the United States Code, as amended and the rules and regulations promulgated thereunder (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”); and

**WHEREAS**, the Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, certain core assets and properties of the Business, on the terms and subject to the conditions set forth in this Agreement and in accordance with Sections 363(f) and 365 of the Bankruptcy Code.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I PURCHASE AND SALE

**Section 1.1 Purchase and Sale of Assets.** Subject to the terms and conditions set forth herein, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller’s right, title and interest in the assets used in the Business, including, but not limited to, the following (collectively, “Purchased Assets”), free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance (“Encumbrance”):

(a) All vehicles owned by Seller and as identified on the bill of sale, attached hereto as Exhibit C (“Vehicles”);

(b) all machinery, equipment, tools, furniture, office equipment, dispatch equipment, computer hardware, installed vehicle equipment, supplies, materials, inventory, and other items of tangible personal property used in the Business of every kind owned or leased by Seller (wherever located and whether or not carried on the books of the Seller), together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto (“Tangible Personal Property”), including without limitation such Tangible Personal Property listed on Schedule 1.1(a) attached hereto;

**Ex. 2**

(c) all rights and interests of Seller in the Assumed Contracts (as defined in Section 3.5);

(d) all approvals, consents, licenses, registrations, or permits issued, granted, given or otherwise made available by or under the authority of any governmental body or pursuant to any applicable federal, state, local, municipal, or other law, ordinance, code, regulation, or statute (“Legal Requirements”) relating to the Business and all pending applications therefor or renewals thereof (“Governmental Authorizations”), in each case to the extent transferable to Buyer;

(e) copies of all information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form (“Records”) related to the operations of the Business, including client and customer lists, referral sources, production reports, service and warranty Records, logs, operating guides and manuals, and, subject to applicable Legal Requirements, copies of all personnel Records of Employees (as defined herein); and

(f) All intellectual property owned by Seller, including without limitation telephone and fax numbers and related listings, domain names, URLs, trademarks and trade names used solely in the operation of the Business, including those described in Schedule 1.1(e) attached hereto.

**Section 1.2 Excluded Assets.** Notwithstanding the foregoing, the Purchased Assets shall not include the Seller’s cash, cash equivalents, and accounts receivable for periods prior to Closing (the “Excluded Assets”).

**Section 1.3 No Assumption of Liabilities.** Other than liabilities for (i) Driver Deposits (as defined below) and (ii) Seller’s obligations under the Assumed Contracts for periods after the Closing, Buyer shall not assume any liabilities or obligations of Seller of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created. As used herein, “Driver Deposits” mean Seller’s driver deposits at the Closing, net of any amount owed by the drivers at the Closing; provided, however, that the aggregate Driver Deposits to be assumed by Buyer under this Agreement and under all Related Agreements (as defined in Section 6.1(b)) shall not exceed \$350,000.

#### Section 1.4 Purchase Price.

(a) The aggregate purchase price (“Purchase Price”) for the Purchased Assets for Seller will consist of (i) “Closing Purchase Price” (as defined below), which will be payable at Closing by wire transfer of immediately available funds in accordance with wire instructions as provided by Seller, (ii) “Post-Closing Purchase Price” (as defined below), which will be paid on the first and second anniversary of the Closing, by wire transfer of immediately available funds in accordance with the same wire instructions, and (iii) the assumption of Driver Deposits under Section 1.3.

(b) As used herein, “Closing Purchase Price” means a portion of the \$1,720,000 allocable to the Purchased Assets, among all assets purchased under this Agreement and under the Related Agreements, which allocation shall be effected pursuant to Section 1.5, it being the intent that the aggregated cash purchase price paid by Buyer at Closing under this Agreement and the closing under the Related Agreements will be \$1,720,000.

(c) As used herein, “Post-Closing Purchase Price” means an amount calculated as 5% times Base Gross Revenue for the 12-month period immediately preceding (1) the first anniversary date, with respect to the first Post-Closing Purchase Price payment, and (2) the second anniversary date, with respect to the second Post-Closing Purchase Price payment.

(d) As used herein, “Base Gross Revenue” means all driver lease or owner fees collected by the Buyer and Buyer’s retained spread on revenue contracts, but excluding credit card fees, vehicle loan notes, accident deductibles, voucher shorts, or higher limit insurance fees for contracts, determined consistent with the same methodologies used in the calculations shown on Schedule 1.4 attached hereto.

**Section 1.5 Allocation of Purchase Price.** Prior to Closing, Seller and Buyer shall reasonably agree in writing with respect to the manner in which the Purchase Price will be allocated among the Purchased Assets for all purposes (including tax and financial accounting). Buyer and Seller shall file all tax returns (including amended returns and claims for refund) and information reports in a manner consistent with such allocation. Buyer shall be entitled to deduct and withhold from the Purchase Price all taxes that Buyer may be required to deduct and withhold under any applicable tax law. All such withheld amounts shall be treated as delivered to Seller hereunder.

## **ARTICLE II CLOSING**

**Section 2.1 Closing.** The closing of the transactions contemplated by this Agreement (the “Closing”) shall occur via the e-mail delivery by each party hereto of the documents and other deliverables required by this Agreement, on August 5, 2021, or such other date and place mutually convenient to the parties, after satisfaction of all conditions precedent to closing set forth in this Agreement, provided, however, that if all conditions precedent have occurred, the closing shall be no later than the fifth (5th) business day after satisfaction of all conditions precedent. The date of the closing is referred to herein as the “Closing Date.” The consummation of the transactions contemplated by this Agreement shall be deemed to occur at 12:01 a.m. on the Closing Date.

### **Section 2.2 Closing Deliverables.**

(a) At the Closing, Seller shall deliver to Buyer the following:

(i) one or more bills of sale in the form of Exhibit A hereto and duly executed by Seller, transferring the Purchased Assets to Buyer;

(ii) evidence of discharge of all Encumbrances with respect to the Purchased Assets;

(iii) an assignment and assumption agreement in the form of Exhibit B hereto (the “Assignment”) and duly executed by Seller, effecting the assignment to and assumption by Buyer of the Assumed Contracts;

(iv) employment offer letter agreements with John Bouloubasis and Mike Spears, in the form reasonably acceptable to Buyer, containing a noncompetition covenant (the “Employment Agreement”);

(v) a bill of sale, attached hereto as Exhibit C, duly executed by Seller, transferring title to the vehicles owned by Seller to Silver Lining Motors, LLC, a Missouri limited liability company and an affiliate of Buyer (“SLM”) and such other documentation necessary to transfer title to the Vehicles to SLM;

(vi) copies of all documents evidencing Transfer of Licenses (as defined in Section 5.2) and any other Governmental Authorizations necessary to transfer the Purchased Assets and the Business to Buyer;

(vii) if required, tax clearance certificates from the taxing authorities in the jurisdictions that impose taxes on Seller or where Seller has a duty to file tax returns in connection with the transactions contemplated by this Agreement and evidence of the payment in full or other satisfaction as of the Closing Date of any taxes owed by Seller in those jurisdictions;

(viii) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement;

(ix) a certified copy of the Bankruptcy Court order referenced in Section 6.1(a) (“Section 363 Order”); and

(x) Certificate executed by an officer of Seller, certifying that each covenant and agreement of Seller to be performed prior to or as of the Closing pursuant to this Agreement has been performed and each representation and warranty of Seller is true and correct on the Closing Date, as if made on and as of the Closing Date.

(b) At the Closing, Buyer shall deliver to Seller the following:

(i) the Closing Purchase Price;

(ii) the Assignment duly executed by Buyer; and

(iii) Certificate executed by an officer of Buyer, certifying that each covenant and agreement of Buyer to be performed prior to or as of the Closing pursuant to this Agreement has been performed and each representation and warranty of Buyer is true and correct on the Closing Date, as if made on and as of the Closing Date.

### ARTICLE III

## REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statements contained in this Article III are true and correct as of the date hereof. For purposes of this Article III, “Seller’s knowledge,” “knowledge of Seller” and any similar phrases shall mean that any director, manager, or officer of Seller either is actually aware of the particular fact or matter or, by virtue of such person’s position with the Seller, reasonably would be expected to be aware of the particular fact or matter.

**Section 3.1 Organization and Authority of Seller; Enforceability.** Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of Texas. Seller has full corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. Subject to the Section 363 Order, the execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Seller. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

**Section 3.2 No Conflicts; Consents.** The execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws or other organizational documents of Seller; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Seller, the Purchased Assets, or the Business; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which Seller is a party or to which any of the Purchased Assets are subject; or (d) result in the creation or imposition of any Encumbrance on the Purchased Assets. Subject to the Section 363 Order, no consent, approval, waiver or authorization is required to be obtained by Seller from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby.

**Section 3.3 Title to Purchased Assets.** Seller owns and has good title to the Purchased Assets, free and clear of Encumbrances, except for any Encumbrances which will be released and terminated at Closing in accordance with the Section 363 Order. Seller owns or possesses adequate licenses or other valid rights to all of its intellectual property. Seller has not granted any license or similar rights in any of its intellectual property to any third party.

**Section 3.4 Condition of Assets.** Each of the Vehicles and Tangible Personal Property is in good condition and are adequate for the uses to which they are being put, and none of such Vehicles or Tangible Personal Property are in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost.

**Section 3.5 Assumed Contracts.** Schedule 3.5 attached hereto includes each contract included in the Purchased Assets assumed by Seller pursuant to a final order in the Bankruptcy Proceeding and assigned to and assumed by Buyer (the “Assumed Contracts”). Each Assumed Contract is valid and binding on Seller in accordance with its terms and is in full force and effect. Seller is not, and to Seller’s knowledge, no other party thereto, is in breach of or default under or is alleged to be in breach of or default under, or has provided or received any notice of any intention to terminate, any Assumed Contract. No event or circumstance has occurred that, with or without notice or lapse of time or both, would constitute an event of default under any Assumed Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of benefit thereunder. Complete and correct copies of each Assumed Contract have been made available to Buyer. There are no disputes pending or threatened under any Assumed Contract. Buyer reserves the right to amend or modify Schedule 3.5 in Buyer’s sole and absolute discretion.

**Section 3.6 Non-foreign Status.** Seller is not a “foreign person” as that term is used in Treasury Regulations Section 1.1445-2.

**Section 3.7 Compliance with Laws and Governmental Authorizations.** Except as disclosed in Schedule 3.7 hereto, Seller is in compliance in all material respects with all applicable Legal Requirements and Governmental Authorizations applicable to the ownership and use of the Purchased Assets, including without limitation environmental and occupational safety and health Legal Requirements, and with respect to the operation of its Business.

**Section 3.8 Legal Proceedings.** Except as disclosed in Schedule 3.8 hereto, there is no claim, action, suit, proceeding or governmental investigation (“Action”) of any nature pending, or, to Seller’s knowledge, threatened, against or by Seller (a) relating to or affecting the Business, the Purchased Assets, or the Assumed Contracts; or (b) that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

**Section 3.9 Brokers.** No broker, finder or investment banker is entitled to any brokerage, finder’s or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller, and Buyer will not be liable for any of the foregoing.

**Section 3.10 Employees; Independent Contractors.** Seller has provided Buyer a complete and accurate list of all Employees, including name; age; job title; date of hiring; current compensation; sick and vacation leave that is accrued but unused; service credited for purposes of vesting and eligibility to participate under any benefit plan; and any applicable employment contract. Seller is not (i) a party to or otherwise bound by any collective bargaining or other type of union agreement, (ii) a party to, involved in or, to Seller’s knowledge, threatened by, any labor dispute or unfair labor practice charge or (iii) currently negotiating any collective bargaining agreement. Seller has not experienced any work stoppage within the three (3) year period preceding the Closing. Seller has previously disclosed all employee benefit plans to Buyer in writing. Seller and its benefit plans are, and at all times have been, in compliance in all material respects with all applicable Legal Requirements. Seller has also provided Buyer a complete and

accurate list of each independent contractor who provides services to Seller pursuant to an agreement (such persons, “Independent Contractors”, and such agreements, “Independent Contractor Agreements”), which list shall include the name; age; date of engagement, and the material terms of such agreement. Each Independent Contractor Agreement is valid and binding on Seller in accordance with its terms and is in full force and effect; Seller is not, and to Seller’s knowledge, no other party thereto, is in breach of or default under or is alleged to be in breach of or default under, or has provided or received any notice of any intention to terminate, any Independent Contractor Agreement; no event or circumstance has occurred that, with or without notice or lapse of time or both, would constitute an event of default under any such agreement or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of benefit thereunder. Complete and correct copies of each Independent Contractor Agreement have been made available to Buyer. There are no disputes pending or threatened under any Independent Contractor Agreement.

**Section 3.11 Taxes.** (a) Seller has timely filed all tax returns that it was required to file and, except with respect to federal income tax, has timely paid in full all taxes (including without limitation any ad valorem taxes on the Purchased Assets) that it was required to pay as reflected on such tax returns, (b) there are no Encumbrances for taxes on any of its Purchased Assets, (c) Seller has not granted any waiver of any statute of limitations with respect to, or any extension of a period for the assessment of, any taxes and (d) there is no action, suit, proceeding, investigation, audit, claim, assessment or judgment now pending against the Seller or relating to the Business or any of its Purchased Assets or Assumed Contracts in respect of any taxes.

## **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller that the statements contained in this Article IV are true and correct as of the date hereof.

**Section 4.1 Organization and Authority of Buyer; Enforceability.** Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Texas. Buyer has full corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

**Section 4.2 No Conflicts; Consents.** The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws or other organizational documents of Buyer; or (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Buyer.

No consent, approval, waiver or authorization is required to be obtained by Buyer from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby.

## ARTICLE V COVENANTS

**Section 5.1 Employees.** Immediately before Closing, Seller will, in full compliance with all applicable Legal Requirements, terminate the employment of all employees of Seller, as identified in writing by Seller and delivered to Buyer ("Employees"). Buyer shall have no obligation or liability with respect to the employment or termination by Seller of any Employees, including any liability or obligation for or with respect to termination, payroll, overtime, accrued benefits, continuing benefits, severance or otherwise. Immediately prior to the Closing Date, Seller shall pay out and satisfy all Employees' accrued vacation, sick, holiday or other paid time off. At Closing, Buyer will initially offer employment to Employees on a strictly "at-will" basis. Buyer shall not assume any obligation or liability to any employee under any Legal Requirements (including without limitation FLSA or workers compensation laws for covered injuries or accidents) which occur on or before the Closing Date.

**Section 5.2 Transfer of Licenses.** Seller and Buyer will cooperate with each other and use commercially reasonable efforts to cause the transfer of Governmental Authorizations from Seller to Buyer which are necessary for the operation of the Purchased Assets, including without limitation the transfer of licenses and authorizations and/or applications with the City of Austin Transportation Department ("Transfer of Licenses").

**Section 5.3 Assumed Contracts – Consents, etc.** Promptly following the execution of this Agreement, Seller will use commercially reasonable efforts to obtain the third-party consents, waivers and estoppels that are required to assign to Buyer the Assumed Contracts (the "Required Consents"). Seller will give proper notice to the counterparties to the Assumed Contracts under applicable Legal Requirements, will assume the Assumed Contracts in the Bankruptcy Proceeding, and will cooperate with Buyer to assign all Seller's rights and interests under the Assumed Contracts. Without limiting any of the foregoing, Buyer will assume Seller's contracts with Seller's drivers pursuant to which the drivers have the right to purchase the vehicles, and Buyer will credit the drivers for all payments made by the drivers through the Closing. Buyer reserves the right to amend or modify Schedule 3.5 in Buyer's sole and absolute discretion.

**Section 5.4 Information.** Seller will afford to the Buyer and authorized representatives and agents (which shall include accountants, attorneys, bankers, and other consultants) of Buyer full and complete access during normal business hours to and the right to inspect the properties, books, and records of Seller applicable to the Purchased Assets and Assumed Contracts, and will furnish Buyer with such additional financial and operating data and other information related to the Purchased Assets and Assumed Contracts as Buyer may from time to time reasonably request. Buyer's right of access and inspection shall be exercised in such a manner as not to interfere unreasonably with the operations of the Seller's Business and shall be subject to reasonable advance notice.

**Section 5.5 Operations.** Subject to Bankruptcy Court's approval, after the execution and delivery of this Agreement and until Closing, Seller will (i) carry on its Business in substantially the same manner as presently conducted and not make any material change in its Business; (ii) maintain its Purchased Assets and all parts thereof in the same operating condition, ordinary wear and tear excepted; (iii) perform all of their obligations under all Assumed Contracts; (iv) keep in full force and effect present insurance policies; and (iv) use reasonable commercial efforts to maintain and preserve its business organizations intact, retain its present Employees and maintain its relationships with customers, vendors, drivers, and others having business relations with the Seller and its Business. Seller will give notice to Buyer within 1 business day if any event occurs which has, or is reasonably likely to have, a material adverse effect on the Business, the Purchased Assets, Assumed Contracts, or the Seller.

**Section 5.6 Negative Covenants.** Subject to Bankruptcy Court's approval, after the execution and delivery of this Agreement and until Closing, Seller will not, without the prior written consent of Buyer: (i) create or assume any Encumbrance upon any Purchased Assets; (ii) sell, assign, lease, or otherwise transfer or dispose of any Purchased Assets; (iii) waive any material rights or claims of Seller affecting the Purchased Assets or Assumed Contracts; (iv) commence a lawsuit; or (v) take, or agree to take, any action which would make any of the representations and warranties of the Seller contained in this Agreement untrue, or result in any of the closing conditions set forth in this Agreement not being satisfied.

**Section 5.7 Schedules Update.** Seller will update the Schedules to this Agreement, from time to time, as needed, through the Closing Date, and promptly deliver the same to Buyer.

**Section 5.8 Intentionally Omitted.**

**Section 5.9 Public Announcements.** Unless otherwise required by applicable law, or as agreed by the parties, neither party shall make any public announcements regarding this Agreement or the transactions contemplated hereby without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed).

**Section 5.10 Bulk Sales Laws.** The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

**Section 5.11 Transfer Taxes.** Other than sales tax on vehicles being sold as part of the Purchased Assets, which will be paid by Buyer, if any, all transfer, documentary, sales, use, stamp, registration, value added and other such taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the documents to be delivered hereunder shall be borne and paid by Seller when due. Seller shall, at its own expense, timely file any tax return or other document with respect to such taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

**Section 5.12 Further Assurances.** Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give

effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder. Without limiting the foregoing, Seller agrees to remit to Buyer any accounts receivable payments for periods after Closing received by Seller within 3 days after Seller's receipt of the same.

**Section 5.13 Bankruptcy Matters.**

(a) In the event an objection is filed, an appeal is taken, or a stay pending appeal is requested from the Section 363 Order or any other order reasonably necessary in connection with the transaction contemplated herein, Seller shall promptly notify Buyer of such objection, appeal or stay request and shall provide to Buyer promptly a copy of the related objection, notice of appeal or order of stay. Seller shall also provide Buyer with written notice of any motion or application filed in connection with an objection or any appeal from either of such orders and Seller agrees to take all action as may be commercially reasonable and appropriate to defend against such appeal, petition or motion and Buyer shall cooperate in such efforts.

(b) Until Closing, Seller shall make reasonable efforts to consult and cooperate with Buyer regarding (a) any pleadings, motions, notices, statements, applications, schedules, reports, orders, or other papers to be filed with the Bankruptcy Court in relation to the implementation of the transaction contemplated herein, (b) any discovery taken in connection with the seeking entry of the Section 363 Order (including, not by way of limitation, depositions), and (c) any hearing relating to the Section 363 Order, including, not by way of limitation, the submission of any evidence or witness testimony in connection with such hearing.

**ARTICLE VI  
CONDITIONS TO CLOSING; TERMINATION PRIOR TO CLOSING**

**Section 6.1 Conditions Precedent to Obligations of Buyer.** Notwithstanding anything herein to the contrary, the obligations of Buyer to consummate the transactions described herein are subject to the fulfillment, on or prior to the Closing Date, of the following conditions precedent unless (but only to the extent) waived in writing by Buyer at or prior to the Closing:

(a) **Bankruptcy Matters.** The following are referred to herein collectively as "Bankruptcy Requirements):"

(i) Seller shall have obtained the consent of the Bankruptcy Court, and the Bankruptcy Court shall have entered an order (1) approving the transactions set forth herein in accordance with Sections 363(f) and 365 of the Bankruptcy Code, (2) authorizing the assumption and assignment of Assumed Contracts to be assumed by the Buyer, and (3) authorizing a "no stay" under Federal Rules of Bankruptcy Procedure Section 6004(h). Such order shall be in the form previously approved by Buyer, and the time for appeal of such order shall have expired.

(ii) Seller shall have filed a motion with the Bankruptcy Court and the Bankruptcy Court shall have entered an order approving terms and provisions relating to "stalking horse" protection, including a break-up fee in the amount of \$150,000, expense

reimbursement, bidding procedures that include a minimum of \$200,000 in a first overbid, plus \$50,000 in any additional overbid increments, and other terms and provisions customary in a bid procedures order (the “Bid Procedures Order”). The order approving the Bid Procedures Agreement shall have set the time and place for the Section 363 auction.

(iii) Seller shall have filed a motion with the Bankruptcy Court and the Bankruptcy Court shall have entered the Section 363 Order.

(iv) Seller shall have ensured that proper notice of the 363 sale is given pursuant to Bankruptcy Rule 2002, including, not by way of limitation, to the Seller, any trustee, any committees and ad hoc committees, all creditors, indenture trustees, the United States Trustee, equity security holders, any consumer privacy ombudsman, governmental entities that may be affected by the sale, and holders of interests in the Purchased Assets or the Assumed Contracts. Such notice shall have included opportunity for objections and for a hearing.

(b) **Related Transactions.** The transactions contemplated by the asset purchase agreements set forth on Schedule 6.1(b) (“Related Agreements”) shall have closed or close simultaneously with this Agreement, it being the intent that the closing of the transaction contemplated herein and the transactions under such agreements are conditioned on each other successfully closing.

(c) **Representations and Warranties.** The representations and warranties of Seller contained in this Agreement shall be true in all material respects when made and as of the Closing Date as though such representations and warranties had been made on and as of such Closing Date. Each and all of the terms, covenants, and conditions of this Agreement to be complied with or performed by Seller on or before the Closing Date pursuant to the terms hereof shall have been duly complied with and performed in all material respects.

(d) **No Action.** No action or proceeding before a court or any other governmental agency or body shall have been instituted or threatened to restrain or prohibit the transactions herein contemplated, and no governmental agency or body shall have taken any other action with respect to the Purchased Assets, as a result of which Buyer reasonably and in good faith deems it inadvisable to proceed with the transactions hereunder.

(e) **No Material Adverse Effect.** Since the date of this Agreement, there shall not have occurred any event, change or occurrence that has or could reasonably be expected to have a material adverse effect upon the Business, the Purchased Assets, Assumed Contracts, or Seller. Without limiting the foregoing, the parties expressly agree that there shall be deemed to have been a material adverse effect on the Business, the Purchased Assets, Assumed Contracts, or Seller, in the event of a loss of any license or insurance required under law to operate the Business in substantially the same manner as of June 21, 2021.

(f) **Required Consents.** Seller shall have obtained all of the Required Consents and the Transfer of Licenses from Seller to Buyer.

(g) **Omitted.**

(h) **Leases.** Buyer and Notre Capital Properties, L.P. shall have entered into a new lease agreement in substantially the form attached hereto as Exhibit D, pursuant to which Buyer will lease the facility where the Business is currently operated.

(i) **Closing Deliveries.** Seller shall have made the deliveries required to be made by it under Section 2.2(a) hereof.

**Section 6.2 Conditions Precedent to Obligations of Seller.** Notwithstanding anything herein to the contrary, the obligations of Seller to consummate the transactions described herein are subject to the fulfillment, on or prior to the Closing Date, of the following conditions precedent unless (but only to the extent) waived in writing by Seller at or prior to the Closing:

(a) **Bankruptcy Matters.** Bankruptcy Requirements shall have been satisfied.

(b) **Related Transactions.** The transactions contemplated by the asset purchase agreements set forth on Schedule 6.1(b) shall have closed or close simultaneously with this Agreement, it being the intent that the closing of the transaction contemplated herein and the transactions under such agreements are conditioned on each other successfully closing.

(c) **Representations and Warranties.** The representations and warranties of Buyer contained in this Agreement shall be true in all material respects when made and as of the Closing Date as though such representations and warranties had been made on and as of such Closing Date. Each and all of the terms, covenants, and conditions of this Agreement to be complied with or performed by Buyer on or before the Closing Date pursuant to the terms hereof shall have been duly complied with and performed in all material respects.

(d) **No Action.** No action or proceeding before a court or any other governmental agency or body shall have been instituted or threatened to restrain or prohibit the transactions herein contemplated, and no governmental agency or body shall have taken any other action with respect to Seller or its owners, the Business, or the Purchased Assets, as a result of which Seller reasonably and in good faith deems it inadvisable to proceed with the transactions hereunder.

(e) **Closing Deliveries.** Buyer shall have made the deliveries required to be made by them under Section 2.2(b) hereof.

**Section 6.3 Termination Prior to Closing.** Notwithstanding anything herein to the contrary, this Agreement may be terminated at any time: (a) on or prior to the Closing Date by the written agreement of Seller and Buyer; (b) on or prior to the Closing Date by Buyer, if satisfaction of any condition to Buyer's obligations under Section 6.1 of this Agreement becomes impossible or impractical with the use of commercially reasonable efforts (unless the failure results primarily from Buyer breaching any representation, warranty, or covenant herein) and such condition shall not have been waived by Buyer; (c) on or prior to the Closing Date by Seller, if satisfaction of any condition to Seller's obligations under Section 6.2 of this Agreement becomes impossible or impractical with the use of commercially reasonable efforts (unless the failure results primarily

from Seller breaching any representation, warranty, or covenant herein) and such condition shall not have been waived by Seller; or (d) by Buyer or Seller, if the Closing Date shall not have taken place on or before August 16, 2021 (which date may be extended by the written agreement of Buyer and Seller); provided that the right to terminate this Agreement under this item (d) shall not be available to any party if the failure of the Closing to take place by said date results primarily from such party's (or such party's Affiliate's) breach of any representation, warranty covenant herein. If this Agreement is terminated pursuant to this Section, this Agreement shall be null and void and all rights and obligations of the parties hereunder shall terminate without any liability of any party to any other party, except that nothing herein shall prevent any party from pursuing any of its legal rights or remedies that may be granted to any party by law against the other party to this Agreement as a result of any default by the other party in the observance or in the due and timely performance of such party of any of the covenants herein contained.

## ARTICLE VII INDEMNIFICATION

**Section 7.1 Survival.** All indemnification obligations of either Seller and Buyer shall survive the Closing for a period of eighteen (18) months, provided that the following shall survive the Closing for the period of the applicable statute of limitations under applicable law: (i) the Seller's indemnification obligation arising out of a breach of Section 3.1, 3.2, 3.3, or 3.11, and the Seller's indemnification obligation under Section 7.2(b) and (c), and (ii) the Buyer's indemnification obligation under Section 7.3(b) and (c).

**Section 7.2 Indemnification by Seller.** Seller shall defend, indemnify and hold harmless Buyer, its affiliates and their respective members, managers, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements, arising from or relating to:

- (a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement or any document to be delivered hereunder;
- (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement or any document to be delivered hereunder; or
- (c) any Excluded Asset, or any liability of the Seller (other than liabilities for Assumed Contracts arising from periods after the Closing).

**Section 7.3 Indemnification by Buyer.** Buyer shall defend, indemnify and hold harmless Seller, its affiliates and their respective stockholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements, arising from or relating to:

- (a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement or any document to be delivered hereunder;

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement or any document to be delivered hereunder; or

(c) any liabilities from Assumed Contracts arising from periods after the Closing Date.

**Section 7.4 Indemnification Procedures.** Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the “Indemnified Party”) shall promptly provide written notice of such claim to the other party (the “Indemnifying Party”). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a person or entity who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including, but not limited to, settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party’s prior written consent (which consent shall not be unreasonably withheld or delayed).

**Section 7.5 Tax Treatment of Indemnification Payments.** All indemnification payments made by Seller under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for tax purposes, unless otherwise required by law.

**Section 7.6 Effect of Investigation.** Buyer’s right to indemnification or other remedy based on the representations, warranties, covenants and agreements of Seller contained herein will not be affected by any investigation conducted by Buyer with respect to, or any knowledge acquired by Buyer at any time, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or agreement.

**Section 7.7 Set-Off.** If an Indemnified Party is entitled to indemnification under this Agreement, then the Indemnifying Party agrees that the Indemnified Party may instruct Buyer to deduct from any Post-Closing Purchase Price the amount of the loss incurred by the Indemnified Party; provided, the foregoing is in addition to any and all other remedies to which the Indemnified Party is entitled and is merely an additional means by which the Indemnified Party may secure payment of indemnification.

**Section 7.8 Cumulative Remedies.** The rights and remedies provided in this Article are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

## ARTICLE VIII

### MISCELLANEOUS

**Section 8.1 Expenses.** All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

**Section 8.2 Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section):

If to Seller: Greater Austin Transportation Company  
10630 Joseph Clayton Drive, Bldg. A  
Austin, Texas 78753  
E-mail: [johnb@yellowcabsa.com](mailto:johnb@yellowcabsa.com)  
Attention: John Bouloubasis

with a copy to:

Richard L. Fuqua  
Fuqua & Associates, PC  
8558 Katy Fwy Ste 119  
Houston, TX 77024-1809  
Email: RLFuqua@fuqualegal.com

Dan Gartner  
Gartner Law Firm PC  
3 Riverway # 1800  
Houston, TX 77056  
[dgartner@gartnerlaw.net](mailto:dgartner@gartnerlaw.net)

Bruce Ruzinsky  
1401 McKinney St., Suite 1900  
Houston, Texas 77010  
[bruzinsky@jw.com](mailto:bruzinsky@jw.com)

If to Buyer: William M. George  
1300 Lydia  
Kansas City, MO 64106

E-mail: [wmgeorge@ztrip.com](mailto:wmgeorge@ztrip.com)  
Attention: William M. George

with a copy to:

Foulston Siefkin LLP  
32 Corporate Woods, Suite 600  
9225 Indian Creek Parkway  
Overland Park, Kansas 66210  
Facsimile: 913-498-2101  
E-mail: [iyamaashi@foulston.com](mailto:iyamaashi@foulston.com)  
Attention: Issaku Yamaashi

Foulston Siefkin LLP  
1551 N. Waterfront Parkway, Suite 100  
Wichita, Kansas 67206  
E-mail: [swead@foulston.com](mailto:swead@foulston.com)  
Attention: Shannon Wead

**Section 8.3 Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

**Section 8.4 Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**Section 8.5 Entire Agreement.** This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the documents to be delivered hereunder, the Exhibits and Schedules (other than an exception expressly set forth as such in the Schedules), the statements in the body of this Agreement will control.

**Section 8.6 Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Buyer may assign its rights or obligations hereunder to any affiliate without the prior written consent of the other party, and pursuant to such right Buyer hereby assigns the right to purchase the Vehicles to SLM. No assignment shall relieve the assigning party of any of its obligations hereunder.

**Section 8.7 No Third-party Beneficiaries.** Except as expressly provided herein, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.8 **Amendment and Modification.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

Section 8.9 **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 8.10 **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

Section 8.11 **Waiver of Jury Trial.** Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 8.12 **Specific Performance.** The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 8.13 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[REMINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**BUYER:**

**WHC ATX, LLC,**

By: WHC Worldwide, LLC, as sole member

By: \_\_\_\_\_  
William M. George, as Managing Member

**SELLER:**

**GREATER AUSTIN TRANSPORTATION  
COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

Schedule 1.1(a) to Asset Purchase AgreementTangible Personal PropertyShop Equipment

<b>Q</b>	<b>Description</b>
5	Vehicle Lifts
	Alignment
1	Machine
1	Tire Machine
1	Wheel Balancer
	Various small tools

Fixed Assets

MT Data Cameras  
Centrodyne Meters  
Cab Equipment  
Meter  
50 FABCARAVANDIVIDE  
25 DIVIDER SCION 20 C  
POWERWARE 9335 15 K  
New Phone system  
Copiers

Parts inventory and other property

PART NUMBER	DESCRIPTION	BIN NUMBER	TOTAL INVENTORY
\$35603762C	SCION COMPRESSOR CORE		1
\$AN427729C	2011 PRUIS ENGINE CORE		1
\$CQ818712C	2010 LINCOLN REAR AXLE CORE		1
\$EX344706C	ENGINE CORE 2014 TOTOYA SCION XB		1
\$K21860762C	2011 GRAND MARQUIS WHEEL-RIM CORE		1
\$K30339762C	TRANS CORE 2010 CV		1
\$K32265762C	CORE REAR AXLE 2008 GRAND MARQUIS		1

\$M11373750	A/C COMPRESSOR		1
\$M11373750C	A/C COMPRESSOR CORE		1
\$PF201732C	A/C COMPRESSOR CORE		1
\$PMO60748C	ENGINE CORE 2013 SIENNA		1
\$RJ678741C	2010 GRAND MARQUIS REAR AXLE CORE		1
120	20 OZ CARB CLNR		4
1393	BATTERY CLAMPS		1
5113	ELEGRS		2
090937CD	DRIAN PLUG-2011 CV	3-C	2
1010226	RACK AND PINION		1
10103D	GASKET		1
1020246C	RACK PINION CORE		1
103352DX	RADIATOR FOR 2014 SCION XB		1
103448CF	MV RADIATOR	9-A	1
103611LW	RADIATOR FOR 2011 TOY SIENNA		1
10521	EVAP CORE CLEANER	1-D	11
106007	MANIFOLD		1
1061	FUEL INJ. CLEANER	1-E	13
10834	FUEL CAP 2013 SCION XB	8-B	1
10838T	FUEL CAP		1
11026	CV ALTERNATOR; POLICE	6-D	1
1113	ALTERNATOR	6-D	1
11195	SCION ALT	4-D	3
11326	TS ALTERNATOR	4-D	3
11432	CV ALTERNATOR 2010	4-D	4
1156	BULB	DEFAULT	2
11570	MV ALTERNATOR 2010	4-D	5
11572	ALTERNATOR		3
11580C	ALT CORE		1
1161	RADIATOR FLUSH	1-D	4
119145C	CV AXLE CORE		1
121.67075	REAR ROTOR 2013 AND UP 17IN WHEEL		1
12341R70A00	GASKET	6-C	1
12351R70A00	GASKET, RR. HEAD	6-C	1
130165	VSS		1
13203	VAC PUMP OIL		1
146C	HYBRID BATTERY CORE		1
15124	O2 SENSOR		1
15399	THERMOSTAT	3-C	1
154142	VALVE STEMS		6
1562031060	TS OIL FILTER HOUSING	2-B	1

15787131	REAR TAIL LIGHT ASSEMBLY	SHELF FD	2
16004C	STARTER CORE		1
1610009441	TS WATER PUMP	8-E	1
161227C	2015 SCION XB ENGINE CORE		1
1636128350	FAN ASSEMBLY		1
1636128360	FAN ASSEMBLY		1
163630P100	MOTOR	4-A	1
163630P250	motor	CLOSE T	1
1640131480	TS RADIATOR CAP	4-C	1
164050P040	TS COOLANT CAP	8-D	1
164700P040	reserv	SHELF FD	1
170503C	ENGINE CORE 300 CHRYLER 3.6		1
1720469GE	FAN ASSEMBLY		1
1720569AD	FAN ASSEMBLY	8-A	1
1743013	TPMS SENSOR	1-B	10
1743014	TPMS SENSOR	1-B	5
1743041	UNIVERSAL SENSORS		10
18047	O2 SENSOR	4-C	1
18115R70A01	HO EXHAUST GASKET UPPER	6-C	2
18126	O2 SENSOR DODGE CARVAN	F-D	1
18212SA7003	HO EXHAUST GASKET LOWER	6-C	3
184840	CV BRAKE CALIPER RT	8-E	1
184841	CV BRAKE CALIPER LEFT FRONT	8-E	1
184850	CV BRAKE CALIPER REAR	8-E	1
184851	CV BRAKE CALIPER REAR	8-E	1
19565R15 GY	GOODYEAR TIRES	TIRE RACK	1
1AR40ES3AH	MV HANDLE,RT REAR INSIDE DOOR(B)	5-A	1
1JE89DW1AA	MV VISOR LEFT	5-A	1
1JG12XXXAE	W/STRIP, FNT DOOR BO	SHELF FD	1
1T1	OIL	BULK TANK	640
1U2Z14S411	CV HORN PIGTAIL 01	3-B	1
1U2Z14S411BCA	LTC SOCKET, RT HEADLAMP	3-D	1
1W7Z5E212ZB	CV CAT CONVERTER 02	2-D	1
1W7Z6038BA	CV MOTOR MOUNT (RT)	4-C	1
20555R16 KELLY	TIRE	TIRE RACK	2
20911162	CI ALTERNATOR	6-D	1

2102	FUEL SYSTEM CLEANER	1-D	12
21560R16 KELLY	TIRE	TIRE RACK	1
21560R16 TOY	TOYO TIRES		3
21565R17 BRIDGESTONE	BRIDGESTONE TIRES		4
21565R17 KELLY	TIRES		3
2161	POWER STEERING FLUID	1-D	2
22-1029C	RACK AND PINION CORE		1
220300P050	TS THROTTLE BODY	4-A	1
2220431020	METER		1
222710S010	GASKET	4-C	1
22555R17 KELLY	TIRE	TIRE RACK	2
22560R16 L	TIRES LEMANS		3
22560R17 KELLY	TIRE	TIRE RACK	3
22565R16 KELLY	TIRES		7
22565R17 KELLY	TIRE	TIRE RACK	1
22565R17 TY	TOYO TIRES		2
2286	OUTLET SEAL		2
230177	COIL	3-C	2
230212	COIL FOR 2013 SCION XB		1
23232	POWER STEERING FLUID 2013 CHRYSLER 300	1-D	3
2344149	O2 SENSOR DOWNSTREAM		1
2344169	O2 SENSOR	4-B	1
2344209	OXYGEN SENSOR	4-B	1
2344516	O2 SENSOR UPSTREAM		1
2349008	AIR FUEL SNR		1
2349022	SIENNA AIR FUEL SNR 1 YR WARR		1
23555R17 KELLY	TIRE	TIRE RACK	3
23560R16 KELLY	TIRE	TIRE RACK	2
2390	CV THERMOSTAT GASKET		1
24176	COOLANT HOSE		1
2441	RADIATOR	9-A	1
24483	TS CABIN AIR FILTER	5-C	1
24RPRM	BATTERY	BATT RACK	1
25118B	MV WHEEL STUD (F)	7-C-9	1

25545R19 GY	GOODYEAR EAGLES	TIRE RACK	1
25664287	CI ACTUATOR,RT REAR DOOR LOCK	CLOSE T	1
2678	RADIATOR MV	9-A	1
27058	TRANSMISSION HOSE		3
27059	TRANSMISSION HOSE		2
270600P24184	ALTERNATOR		1
270600P24184C	ALTERNATOR CORE		2
271346	CV STRUT	4-C	1
280005	OIL SENDING UNIT CARAVAN	7-C-4	1
28409	HEATER HOSE		2
28418	HEATER HOSE		2
28604	5/8 HOSE CONNECTOR	7-C-4	3
28624	HOSE CONNECTOR	1-D	3
28634	HOSE CONNECTOR	1-D	3
2F1Z9A317AA	CV FUEL FILTER CLIP	3-B	1
2T1Z2A225C	FTC BRAKE HARDWARE RT REAR	8-E	1
2U5Z13411SA	CV SOCKET,FRT PARK LAMP 06	3-C	1
2W7Z9D476AA	500 EGR GASKET	3-B	1
3006	PARKING BRAKE ADJUSTER	7-A-5	1
3034	300 SPARK PLUGS 3.5L CHAMPION	3-B	6
303622PE	A/C CONDENSOR	8-A	1
31160	WIPER BLADE	1-A	8
31200	20" WIPER BLADES	1-A	11
31280	28" WIPER BLADE	1-A	5
3135	CONDESOR	9-A	2
3157	MINIATURE BULBS		1.1
3157NA	MINI LAMP		2
33595	FUEL FILTER CV	12	1
3387	CI OIL FILTER	14	12
3411860	EXPAN	3-D	1
3532	CV CONDENSOR	9-A	2
3533048020	TS TRANSMISSION FILTER	8-E	1
3543	BC TRANS/AXLE SEAL	7-B-9	1
36100	CV SERPENTINE BELT IDLER	4-C	1
36472	IDLER PULLEY	8-B	1
3684	CABIN FILTER	5-B	2
3696	CABIN FILTER 13-DODGE GRAND CARAVAN		3
37317	PRESS SWITCH TOY SIE		1
3757ALLBP	MINI BULBS		7

38082	IDLER PULLEY		2
38323	TENSIONER	6-B	1
3852T	CV HORN	3-A	1
39282	TENSIONER		2
39384	EXPANSN VLV 2013 SCION XB	8-C	1
3980	BC OIL FILTER	13	4
3S4Z9450EA	FF GASKET	3-B	1
3U2Z14S411FHAB	CV PIGTAIL,RT PARK LAMP	3-D	1
3U2Z14S411FKAE	CV PIGTAIL; HEADLIGHT	3-D	2
3U2Z18124BP	CV STRUT	9-E	1
3W1Z11691AA	CV DIMMER SWITCH	3-D	1
3W1Z17C829AA	LTC MLDG,FRT BUMPER 05	SHELF RR	1
3W1Z2853AA	CV PARKING BRAK CABLE AT PEDAL	8-E	1
3W1Z54280B58AA	LTC PANEL,REAR LAMP	SHELF RR	1
3W1Z5442528AA	LTC EMBLEM,REAR LID	CLOSE T	1
3W1Z5442528BA	LTC EMBLEM,REAR LID	CLOSE T	4
3W1Z5443720AA	LTC WEATHERSTRIP,TRUNK	SHELF FD	1
3W3Z13008AA	GM HEADLAMP	CLOSE T	1
3W3Z1448AA	CV SPARE TIRE BOLT WRONG	8-D	1
3W7Z14524BAE	CV WINDOW SW BEZEL L 03	4-B	1
4046	CABIN FILTER	5-C	1
4078	THERMOSTAT		2
4112	LIFT SUPPORT	5-A	2
4221463	PARKING BRAKE SWITCH	3-D	1
4243108040	TS BRAKE ROTOR REAR	8-C	1
42621AE031	TS WHEEL COVER	2-B	1
42851	4OZ SLIP ADD	1-A	2
43022TK8A00	HO BRAKE PADS REAR	8-B	1
4345707010	TS AXLE BRACKET RH	4-A	1
4351208040	TS BRAKE ROTORS FRONT	8-C	4
435500R010	HUB BEARING		1
4441008082	HI PRESSURE STEERING LINE	8-E	1
4448886	MV HARMONIC BALANCER	6-B	1
450238EC	CONVERTER		1
450456AE	GM BANK 1 CAT	8-E	1
4567413	MV TRANSMISSION AXLE HOUSING	10-D	1

4575894AA	CT LATCH,LFT FRT	CLOSE T	1
4578044AF	300 MOTOR MOUNT	6-C	1
4578085AA	300 DIFFO MOUNT FRONT TOP	7-D-8	2
4578191AA	300 DIFFO MOUNT FRONT LOWER	7-D-8	2
4581541AB	MV VACCUUM MOTOR	7-E	1
4589217AE	LATCH	SHELF FD	1
4589243AG	MV HATCH LATCH	3-A	1
4591250	DC EGR TUBE O RING	3-B	3
4593848AA	300 SERPENTINE BELT IDLER PULLEY	8-D	1
4593894AA	300 EGR VALVE	7-E	1
4606869AB	DC IGN COIL	6-A	1
4606869AD	DC IGNITION COIL	6-A	6
4621987AC	MV TIMING COVER GASKET	5-A	1
4628935AD	DC HOLD,CARPET	CLOSE T	1
4628936AF	DC COVER,REAR FLOOR	CLOSE T	1
4648973AD	MV PCV	7-C-5	1
4648987AA	MV VALVE COVER GASKET	5-A	2
4659982	MV TRANS SHIFT PACK GASKET	7-A-6	1
4663759	300 PLENUM GASKET	7-D-2	3
4677180AD	MV A/C RESISTOR'98	7-A-2	1
4677577AC	MV AC HOSE DISCHARGE 08	9-E	1
4677910AA	MV RADIATOR SEAL	SHELF RR	1
4685574AH	MV MAST,ANTENNA 06	CLOSE T	1
4685727AA	MV DOOR LOCK SWITCH LFT FRONT	7-B-6	1
4685732AC	MV SWITCH,LFT WINDOW	CLOSE T	1
4685764AB	MV ADAPTER,ANTENNA 06	CLOSE T	1
4685844AA	MV SWITCH,WINDOW 06	7-B-6	3
4685845AA	MV WINDOW SWITCH 06	7-B-6	1
4694338AC	MV OIL COOLER	X	1
4694995AA	MV LEAF SPRING SHACKLE LONG	7-D-6	1
4694999AA	MV BOLT	7-D-6	4
4717576AF	MV TRACK,RT REAR DOOR 05	CLOSE	1

		T	
4717771AE	MV APPLIQUE,LFT FRT DOOR 05	CLOSE T	1
4717832AE	MLDG,RT FRT DOOR BELT 06	CLOSE T	1
4717961AB	MV ACTUATOR,REAR DOOR LOCK 06	CLOSE T	1
4721154AB	MV MASTER CYL	6-B	1
4721389AA	MV LEAF SPRING SHACKLE PLATE (REAR)	7-D-6	6
4721541AH	MV BRAKE HOSE FNT LEFT	10-D	1
4721561AE	MV WHEEL SPEED SENSOR L/F	7-C-8	1
4721672AC	DAMPER	6-A	1
4743040AA	MV LEAF SPRING SHACKLE BUSHING	7-D-6	1
4743044AA	MV STRUT MOUNT BEARING	7-C-8	1
4743224AA	MV LIFT GATE SHOCK; REAR	8-A	2
4766312AD	MV P/S RETURN HOSE	9-E	1
4789	MV THERMOSTAT 05	7-C-2	1
4792317AB	MV CRANK SEAL FRONT	7-D-2	1
4792836AA	DC SERPENTINE BELT IDLER PULLEY	7-D-7	1
4792939AA	300 OIL FILTER ADAPTER GASKET	3-B	2
4797666	MV BRAKE ADJUSTER REAR	7-A-5	1
4797667	MV BRAKE ADJUSTER REAR	7-A-5	1
4800696AA	MV FLYWHEEL		1
4801839ACC	STARTER CORE		1
4806230AD	DC BRKT,FRT BUMPER	SHELF FD	1
48331-08010	fr spring bumper		1
48510-A9890	TS STRUT		1
4860696AB	MV EXT,RT QUARTER 05	CLOSE T	1
48609-08030	TS STRUT MOUNT		1
4861962AC	DETECTOR		1
4868118AC	MV CHAIN,RT REAR DOOR 05	CLOSE T	1
4868332AE	MV RELAY,FAN 01	7-B-5	1
4872508020	BUSHING FOR SIENNA		2
4877805ah	MV MASTER CYLINDER		1
4880210AHC	AXLE CORE		1
4886074AA	MV BAKE CALIPER BUSHING	7-A-1	2
4886075AA	MV BRAKE CALIPER BOLT 05	7-A-1	2

4892055AC	300 THERMOSTAT GASKET 3.5L	7-D-3	1
4892312AC	300 THERMOSTAT KIT	6-D	1
4894526AA	MV REGULATOR,RT FRT WINDOW	CLOSE T	1
4894904AC	MV TRACK	SHELF RR	1
4895482AB	300 SWAY BAR LINK	10-D	1
4896059AA	MV CRASH SENSOR ON RAD SUP	7-A-7	4
4896803AA	300 ALTERNATOR	9-E	1
4896805AEC	ALTERNATOR CORE		1
4912	SPARK PLUG	3-C	7
4GL940749C	TRANS CORE 2007 GRAND MARQUE		1
4W1Z54218A42AA	LTC ACTUATOR,RT FRT LOCK	CLOSE T	1
4W7Z14B321AA	GM SENSOR,FRT	CLOSE T	1
4W7Z2A635AA	BRAKE CABLE	8-E	1
5003316AA	MV A/C RESISTOR PIGTAIL	7-B-7	1
5005003AI	MV A/C CONTROL PANEL 03	6-B	1
5013687AB	MV CAMBER BOLT PKG	7-B-4	3
5013946AA	WIRING HARNESS	7-D-8	1
5016932AA	MV LIFT GATE LIGHT LENS	6-B	1
5017117AA	MV RAD FAN PIGTAIL LEFT 06	7-A-5	1
5017119AA	MV PIGTAIL	7-B-7	1
5017183AB	300 THERMOSTAT BYPASS TUBE	8-D	2
5017678AA	MV ACTUATOR,RT REAR DOOR	7-C-1	1
5018517AE	MV GUTTER,LFT TAIL GATE 06	CLOSE T	1
5019052AF	MV LATCH,RT REAR DOOR 06	CLOSE T	1
5019186AB	MV AC EXPANSION BLOCK REAR	6-D	2
5019987AA	MV BRAKE CALIPHER PIN KIT	7-A-3	1
5020410AA	MV STOP,REAR DOOR BUMPER 06	CLOSE T	5
5020974AB	MV TRACK MOLDING	SHELF RR	1
5056268AB	DC LATCH,TRUNK LID	SHELF FD	1
5058865AB	A/C LINE	3-A	1
5064178AC	ANTENNA MV 08-13	SHELF FD	2
5065173AJ	CT WEATHERSTRIP,REAR TRUNK	SHELF FD	1

5065220AC	DC SHIELD,RT REAR SPLASH	CLOSE T	1
5065470AF	DC WINDOW REG RT FRONT	CLOSE T	1
5065473AF	CT REGULATOR,LFT REAR WIN.	CLOSE T	1
5065502AD	DC SHIELD,RT SPLASH 07	CLOSE T	1
5065503AD	DC SHIELD,LFT SPLASH 07	CLOSE T	1
5066503AB	MV A/C DRIER	7-A-1	1
5083233AA	MV PLUG,LFT FRT PARKING LAMP	7-B-7	1
5083344AA	BRAKE LIGHT SWITCH	7-D-9	1
5085685AA	MV CAT GASKET GASKET	7-B-5	1
5102969AC	MV FUSE BLOCK	2-B	1
5109174AB	MV CROSS MEMBER	SHELF RR	1
5109613AA	MV STOP,REAR RUBBER DOOR	CLOSE T	1
5109863AA	MV LATCH,LFT FRT LOCK	CLOSE T	1
5113147AA	FILLER MV LT	SHELF RR	1
5113548AC	MV COWL PANEL	SHELF RR	1
512301	300 REAR HUB BEARING	1-A	1
513230	CV HUB BEARING FRONT 06		1
513257	SCION HUB BEARING		2
5135251AA	MV REGULATOR,LFT FRT WINDOW	CLOSE T	1
5137608AB	300 CALIPER BUSHING KIT	7-A-3	1
5137778AC	300 POWER STEERING COOLER CLIPS	7-D-9	2
5139687AA	300 AC EXPANSION BLOCK	7-C-1	1
5140311AA	REAR DRIVE SHAFT ISOLATOR	11	1
5145012020	DEFLECTOR BUMPER		1
5149025AA	300 AMBIENT TEMPERATURE SENSOR	3-A	3
5149141AF	CAMSHAFT SENSOR	7-D-5	1
5149167AE	CRANK SENSOR	7-B-4	1
5149168AI	MV IGNITION COIL 12	3-A	2
5149168AJ	IGN COIL DODGE CARAVAN		1
5149180AA	MV O2	7-B	2

5151025AA	MV SWAY BAR BUSHING RETAINER	7-A-2	1
5151727AD	POWER STEERING PUMP	2-A	1
51717	UPSTREAM O2 SENSOR		1
5175788AB	MV AIR BAG PIGTAIL	7-B-8	1
5183153AA	RESISTOR	9-E	1
5184349AC	THROTTLE BODY	7-E	1
5184464AHC	3.6LTR CORE		1
5184498AL	WATER PUMP		1
5184498AM	WATER PUMP CHY 300		1
5184595AE	MV VALVE COVER GASKET LH	7-D-7	1
52108844AA	TRANS HOSE FITTING	7-D-9	2
5212812909	TOW HOOK COVER		1
5253512120	retainer		2
5253612100	RET LT		1
53002	MV BRAKE ROTOR 05	10-E	4
53004	MV BRAKE ROTOR FT 4WD 05	10-E	4
53050	DC RR ROTOR	9-C	5
53289	CV CATALYTIC CONVERTER 02 (4.6	2-D	1
53290	CV CATALYTIC CONVERTER 02 (4.6	2-D	1
5344012121	SUPPORT HOODS		1
5363012640	CABLE		3
5383	MV BRAKE ROTOR REAR 4WD 05	10-E	4
5464	SPARK PLUGS IRIDIUM IX	7-D-3	4
55366298AA	MV FUEL PUMP O RING	7-A-4	1
56007080AB	RELAY	7-D-8	3
56041018AD	MV MASS AIR FLOW SENSOR 05	7-A-3	2
56046118AD	MV TURN SIGNAL SWITCH 08	6-B	1
56046241AG	MV CLOCKSRING	2-A	1
56046251AD	ODOMETER SWITCH	7-D-9	1
56046823AE	MASTER DOOR SWITCH FOR DODGE CHARGER		1
56641	CI BRAKE ROTOR (F)	2-D	3
57010464AA	DC FRONT ABSORBER	SHELF RR	1
578MF	BATTERY (CHEVY)	BATT RACK	1
58620	OESPRCTRUM		1
59356	VALVE CORE		3
599030	CV AC CONTROL PANEL	4-B	1
599030C	CORE		1
5F9Z1104AB	500 HUB BEARING FRONT	8-D	1

5F9Z1177H	500 AXLE SEAL RT	3-D	1
5F9Z2200B	F500 BRAKE PADS REAR 05	9-D	1
5L2Z9341A	FF FUEL PUMP INERTIA SWITCH 06	3-D	1
5U2Z14S411VA	CV BLOWER MOTOR SWITCH PGTL	3-C	3
5W1Z54218A42AA	CV ACTUATOR,LFT FRT DOOR LOCK	3-D	1
5W7Z16036APTM	CV MLDG,RT	CLOSE T	2
5W7Z16037APTM	CV MLDG,LFT FENDER	CLOSE T	1
5W7Z16700A	CV LATCH,HOOD 04	SHELF FD	2
5W7Z5426442A	CV ROD,REAR DOOR	CLOSE T	5
5W7Z5426443A	CV ROD,REAR DOOR	CLOSE T	5
6032920	MV OIL PICK UP TUBE O RING 05	7-B-8	2
603551	MV AXLE;	4-A	1
603551C	AXLE CORE		1
603553C	CORE		1
604214	ACTUATOR		1
610266	TS FNT STUDS	8-C	2
610312	MV WHEEL STUD REAR DRUM	7-B-8	2
6104257AA	HEX-BOLT	7-A-1	2
6104450AA	BOLT -HEX		1
6104716AA	HEX BOLT NUT	7-A-4	6
6105052AA	BOLT	7-A-4	6
6105062AA	BOLT-HEX		3
6105069AA	BOLTS-HEX		1
611181	WHEEL NUT	3-B	10
611183	WHEEL NUT-2013 TOY SCION XB		2
611292	LUG NUTS 2011 FORD CV		8
6211147061BO	PRIUS KICK PANEL	SHELF FD	1
621840	CROWN VIC FAN ASSEMBLY	9-A	1
622410	SCION FAN ASS.	8-A	1
622700	FAN ASSEMBLY	10-A	1
6231208020B0	WEATHER STRIP CAR SIDE 12 SIENNA	SHELF FD	1
624F	CM OIL FILTER	14	2
626307HP	HEATER HOSE MANIFOLD	8-D	1
626314HP	HEATER HOSE 2010 DODGE		1

	CARAVAN		
626315HP	HEATER HOSE		1
648d	rear hatch		1
6502311	MV WHEEL STUD (F)	7-C-5	16
65035AC	3.5L TOYOTA CORE		1
6508025AA	300 MOTOR MOUNT STUD	7-A-7	1
6508707AA	MV WHEEL STUD FRONT '10	7-B-8	7
6509592AA	IDLER BOLT	7-A-4	1
6512419	DODGE CARAVAN COMPRESSOR	BATT RACK	1
65EXT	FORD TAURUS BATTERY	BATT RACK	2
6619	SPARK PLUG	7-D-3	15
674121	CONVERTOR 2013 DODGE CARAVAN		2
6791147030	FLOOR PLATE	8-E	1
68003706AA	MV CALIPER PIN KIT	7-D-2	3
68003777AA	MV CALIPER PIN KIT REAR	7-C-8	2
680110RGS	CV ROTORS FRONT	10-C	2
680129RGS	CV FRONT ROTOR	10-C	2
68018555AA	MV TRANS KIT 10 3.8L 6 SPEED	5-D	3
68029219AC	MV TIMING COVER	5-A	1
68029726AC	MV EVAPORATOR CORE	1-A	1
68030096AA	CV PIG TAIL	7-B-7	1
68030380AA	MV LATCH,RT REAR DOOR	SHELF FD	1
68030380AB	DOOR ACTUATOR	1-A	1
68030655AA	REGULATOR	1-A	1
68030657AA	WINDOW MOTOR	2-A	1
68030661AA	FRT RT WINDOW MOTOR 08-12 MV	2-A	2
680318636AA	A/C DRIER		1
68031863AA	MV AC DRIER 08	6-B	1
68034400AI	CROSSOVER PIPE	2-C	1
68034898AB	300 CLOCK SPRING	2-A	1
68036150ALC	CORE		10
68036151AMC	CONVERTOR CORE		12
68045313AA	MV HEADLIGHT PIGTAIL; RH	7-B-3	1
68045336AA	MV PIGTAIL	7-D-8	1
68050014AA	MV BLOWER MOTOR RESISTOR 2011	7-C-9	2
68050129AA	300 FAN ASSEMBLY		1
68051638AB	300 TOE ARM RH	11	1
68053596AA	VALVE BRAK		1

68060507AB	MV FUEL PUMP 11		1
68068296AA	MV HEATER CORE FITTINGS REAR	7-C	2
68078768AA	MV TPMS SENSOR 08	1-B	1
68079744AD	OIL FILTER		1
68080123AF	MV SHIFT CABLE		1
68084862AA	BATTERY HOLD DOWN	3-A	1
68087340AA	MV WATER PUMP GASKET	11	1
68100709AA	MV FOG LAMP COVER	SHELF RR	1
68127953AA	RT SIDE EXHAUST TIP BRKT	SHELF FD	1
68141058AA	MV TIE ROD	11	1
68144206AC	CALIPER	3-E	1
68144206ACC	CALIPER CORE		1
68144207AC	CALIPER	3-E	1
68144207ACC	CALIPER CORE		1
68148113AA	DC THERMOSTAT HOUSING	7-E	1
68159271AA	BALL JOINTS	3-A	2
6818008020	WEATHERSTRIP ASSY 11-13 SIENNA	SHELF RR	1
68190404AB	WIRING 3-W		1
68192437AA	MV BRAKE CALIPER BRACKET	7-E	1
68195675AB	TUBE HEATER	7-E	1
68217405ABC	TIPM CORE		1
68226707AA	TERMINAL	7-B-9	1
68229216AA	300 CONTROL ARM LOWER REAR RT	11	1
68274396aac	core		1
68298871AA	WINDOW DOOR SWITCH		1
68299450aa	HEAT ACTUATOR	7-C-9	2
692155206	SIENNA HANDLE		1
6935008020	TS TRUNK LATCH	8-D	1
6941008040	TS PLATE,REAR STRICKER	CLOSE T	2
696RMF	TC BATTERY	10-E	1
6F2Z2552A	CV BRAKE CALIPER	8-D	1
6K840	300 SERPENTINE BELT 2.7L	9-D	4
6W1Z2A635AA	PARKING BRAKE CABLE	8-E	1
6W1Z2C204A	CV WHEEL SPEED SENSOR WIRE	3-B	1
6W1Z3A130A	CV TIE ROD END	9-D	1
6W1Z3A130B	CV TIE ROD END OUTER	9-D	2
6W1Z5423200AA	WINDOW MOTOR		1
6W1Z5440338A	LTC REIN.	SHELF	1

		RR	
6W1Z8200AA	LTC GRILL 05	CLOSE T	2
6W3Z17F798A	GM ABSORBER,FRT	CLOSE T	1
6W7Z14527BB	CV WINDOW SWITCH BEZEL	4-B	1
6W7Z15A201AA	CV MARKER,RT FRT 06	10-A	1
6W7Z16055B	GM SHIELD,RT FRT SPLASH 06	CLOSE T	2
6W7Z3078B	CV CONTROL ARM LOWER RH	3-E	1
6W7Z5403599BAC	CV KICK PANEL	SHELF FD	1
6W7Z5413208AAC	CV SCUFF PLATE PASS. FRONT	10-D	1
6W7Z5422635AC	CV HANDLE,INSIDE REAR DOOR	SHELF FD	1
6W7Z54264B52A	CV LATCH,REAR INSIDE DOOR	CLOSE T	4
6W7Z54264B53A	CV LATCH,INSIDE REAR DOOR	CLOSE T	4
6W7Z6A666AA	CV PCV VALVE ELECTRIC	3-D	1
714EX	MV BRAKE SHOE	9-D	2
726MP	726MP	13	6
7410	BATTERY TERMINAL SIDEPOST	1-B	4
7461002081BO	GRIP	8-D	1
7516	FW RADIATOR CAP	7-C-3	4
7544152050	SCION EMBLEM	BODY SHOP	3
76400781	SPARE TIRE		1
77900TAOC12	CLOCK SPRING	3-A	1
780623RGS	MV BRAKE ROTORS REAR 08	9-C	2
780928RGS	BRAKE ROTORS	10-C	5
7U2Z14S411RA	LT HEADLITE PIGTAIL	3-D	2
7W1Z1104A	CV HUB BEARING FRONT 06	3-E	1
7W3Z1130A	GM COVER	4-C	1
7W3Z721A	CENTER CAP		1
7W7Z18124D	CV STRUT FRONT	9-E	1
7W7Z5425324A	WEATHER STRIP	SHELF FD	1
80041	5 GALLON GEAR LUBE		2
81844	MIRROR ADHSV		6
8299812610	TS HEADLIGHT PIGTAIL WIRES	8-D	1
83108	MV A/C ACCUMULATOR	6-C	1
83227	TRANS MOUNT		1
8338AC	ENG CORE		1

8404008020	TS WINDOW SWITCH	8-D	1
84091080770a0	upper switch		1
8430708020	TS CLOCKSPrING	8-D	1
84963AE010	DOOR SWITCH	8-D	1
85080	BLACK SILICONE		2
8511047240	WIPER MOTOR FOR A PRIUS		1
8524112130	WIPER ARM	8-D	1
85868	LICENSE LIGHT PIGTAIL	8-D	3
8610108150	TS ANTENNA WIRE	CLOSE T	1
86300AE010	TS BASE,ANTENNA	SHELF FD	1
8630908040	TS ANTENNA	SHELF FD	2
87338949C	COMPRESSOR CORE		2
87339025C	COMPRESSOR CORE		1
87716722	SCION COMPRESSOR		2
8832008070	COMPRESSOR FOR SIENNA		1
88460AZ002	TOYOTA CONDESER ASSY	9-A	1
887031A011	AC HOSE	9-D	1
88846501	AXLE		1
88964571	CI POWER STEERING PUMP	7-E	1
8.95E+45	OXYGEN SENSOR	4-C	1
89807545	COMPRESSOR		1
8E5Z13K359AA	MULIT FUNCTION SWITCH	3-D	1
8E5Z14529AA	CV WINDOW SWITCH MASTER '10	3-C	1
8L8Z16A023A	FE BRKT,FRT BUMPER	SHELF RR	1
8L8Z16A024A	BRKT FT BUMP ESCAPE	SHELF RR	1
8W3Z1007A	CV WHEEL	10-A	1
8W7Z13412AA	CV LP PIGTAIL	8-D	2
8W7Z17508A	CV WIPER MOTOR	3-E	1
8W7Z5404810AB	CV ASHTRAY	SHELF FD	1
8WZ713C788C CORE	LCM CORE		1
9005	HEADLIGHT BULB (HI)	1-B	3
9005BP	BULB	1-B	9
9006	HEADLIGHT BULB	1-B	3
9007	HEADLIGHT BULB	1-B	4
9007BP	LIGHT BULB		5
9008	HEADLIGHT BULB	1-B	2
90080-10111	WASHER BOLTS FOR SCION XB ALTERNATOR		3

9008017238	TS AXLE NUT	7-C-5	1
9008494001	ED LUG NUTS	3-B	4
9012BP	HEADLIGHT BULB	1-B	3
9012LLBP	BULBS		1
9012STBP	BULBS		1
9012XVBP	BULBS 300 CHRYSLER 2013		4
9023035	STAT HOUSING 2013 CHRYSLER 300	7-C-1	1
902313	THERMOSTAT HOUSING	7-C-1	1
90903-63014	TS RADIAL BEARING STRUT		1
9091901247	TS SPARK PLUGS	7-D-3	2
90919A2007	IGNITION COIL	8-D	1
90947A2058	TS BRAKE HOSE REAR FRAME RAIL TO AXLE	3-B	1
9098011659	TS HEADLAMP PIGTAIL	8-D	1
9098702032	FAN RELAY	4-C	1
9132PK	RETAINERS		1
9201C	4.6 L CORE		1
924706	300 SHIFT INTERLOCK	7-A-4	2
946UV	PAG OIL		4
94RAC	BATTERY CORE		1
94REXT	300 BATTERY	BATT RACK	1
96RPRM	BATTERY		1
980757RGS	MV BRAKE ROTOR	9-B	1
99211	COP BOOT 2012 DODGE GRAND CARAVAN		5
99326	HEATER CORE		1
9L3Z1A189A	TPMS SENSOR ESCAPE	3-B	1
9T1Z6126413A	TC LATCH	SHELF FD	1
9W1Z18124A	CV STRUT FRONT 07	10-A	1
A30378	FUEL PUMP		1
A3904	AIR FILTERS	5-B	2
A6900	TS AIR FILTER	5-B	2
A9010	TS AIR FILTER	5-C	5
AFLS131	MASS AIR FLOW SENSOR	3-C	1
AFLS131C	MASS AIR FLOW SENSOR CORE	CORE RACK	1
AG1Z8A080S	OVERFLOW TANK	2-C	1
APP5325	SPARK PLUG	3-C	8
AT1Z2001A	TC BRAKE PADS FRONT	8-E	1
AW7P-AA	USED TRANSMISSION 1 YR WARRANTY		1

B3217	ENGINE MOUNT /2011 DODGE GRAND CARAVAN		1
B62067	ENGINE MOUNT		1
B62070	TRANS MOUNT		1
B9669	ENGINE MOUNT		1
BATTERY CORE	BATTERY CORE		4
BD126260	FRONT ROTOR		2
BH620506	CV BRAKE HOSE LFT FRT	8-E	1
BH620633	CV BRAKE HOSE REAR	8-E	1
BH620881	MV BRAKE HOSE LEFT FNT	DEFAU LT	1
BJ07073	PRIUS BALL JOINT	4-C	1
BP3757	WAG-BP3757NALL-BULB		16
BR3Z4676A	CV SEAL	3-C	1
BW1Z9H307A	CV FUEL PUMP 10	2-C	1
C2036	COMPRESSOR		1
C2742	COMPRESSOR FOR 2012 TOYOTA SIENNA		1
C2742DE	COMPRESSOR	2-A	1
CAF1794C	TS CABIN AIR FILTER	5-C	6
CG404024	HOOD SHOCKS	10-A	2
CG758	CV IAC GASKET	3-C	2
CH1046103	300 CHROME FRONT BPR. INS	SHELF RR	1
CH1047103	300 BPR. MLD. RT CHROME	SHELF RR	2
CH1100906	T/C REAR COVER		1
CH1202103C	MV GRILL	CLOSE T	1
CH1248147	FENDER LINER	SHELF RR	1
CH1248147C	mv lh skirt	CLOSE T	1
CH1249147C	mv rh skirt	CLOSE T	1
CH1320284	300 MIRROR LT SIDE POWER W/ HEAT	SHELF FD	1
CH1320290	LT MIRROR	SHELF FD	1
CH2502192C	HLAMP ASM LH;HLGN;8-13 TWN&CTY	SHELF FD	2
ch2502192v	t/c lt headlight		1
CH2800199C	MV LT HEADLIGHT	SHELF FD	1

CH2819118	CT LAMP,RT TAIL	SHELF FD	1
CH8233	CV SHAFT		1
CKD1324	FRONT PAD	9-B	5
CP6690	WATER PUMP		1
CV18	IGNITION COIL BOOT	4-B	7
D349073	SHOCK	8-A	2
D8BZ4241C	CV SPIDER GEAR PIN BOLT	3-B	1
DG1Z54406A10A	TRUNK SHOCKS		2
DSR119	JUMP STARTER		1
E8DZ6397B	FF ENGINE DOWEL CORRECT	3-D	1
EGR1801	CV EGR VALVE	10-D	1
EGV1042	EGR VALVE		1
ENGINE	ENGINE		1
ES3494	CV TIE ROD END	2-B	2
ES3693	CV TIE ROD END OUTER RT 03	4-B	1
ES3694	CV TIE ROD END OUTER	4-B	3
ES800403	MV TIE ROD OUTER, RIGHT SIDE	10-A	3
EV800934	TIE ROD END	10-A	2
F8AZ19B888AB	CV A/C MODE DOOR	3-C	1
F8AZ3050AA	CV BALL JOINT (LWR/DLR)	4-C	1
F8AZ5444891AA	GM ROD,LFT TRUNK TORSION	SHELF RR	1
F8UZ8213AA	CV EMBLEM,FRT	SHELF FD	1
F8VZ54432A38	CV TRUNK LATCH SWITCH 06	3-C	1
FA1900	AIR FILTER	5-C	2
FA70873	FAN ASSEMBLY 2014 SCION XB		1
FD503	COP COIL	4-B	2
FG986	FORD FUEL FILTER	14	1
FK326	300 TRANS FILTER	5-D	5
FO1000455	CV COVER,FRT BUMPER	B/S	1
FO1106208	MM REAR REBAR		1
FO2503222	GM LAMP,RT HEAD	2-A	1
FO2526103	GM MARKER,LFT	SHELF FD	1
FO2800173	GM LAMP,LFT TAIL	SHELF FD	1
FO2801160	CV LAMP,LFT TAIL	SHELF FD	2
FO2801212	03-09 GRAND MARQUI T/L	SHELF FD	1
FOTZ9155B	FE FUEL FILTER	14	1
FOVY1107A	CV WHEEL STUD (R)	3-B	10

FT1122	FILTER	5-D	3
GL661	CV ALTERNATOR 06	4-D	2
GL8684C	ALTERNATOR CORE		1
GM1100815C	BMP COVER REAR LOWER 05-09 UPLANDER	BODY SHOP	1
GM2502261	CI HEADLAMP ASSM LFT	SHELF FD	1
H11	BULB	1-B	6
H11-55W	HALOGEN BULBS		10
H1155BP	BULBS H11	1-B	10
H2500	DC OIL FILTER 3.3 & 3.8	13	14
H4477	SCION OIL FILTER	14	5
H4670	DC OIL FILTER 3.3 &3.8	12	3
H5025	MV CALIPER SLIDE PINS REAR DISC	7-A-1	2
H5066	BRAKE CALIPHER KIT		1
H7	LTC HEADLIGHT BULB	1-B	1
HP3960	HEADLIGHT PIGTAIL	8-D	1
ISK35SZ0AA	WHEEL CAP		4
K060771	SERP. BELT	9-D	1
K070610	SERPENTINE BELT		1
K200168	CV SWAY BAR BUSHINGS	4-B	1
K200220	MV SWAY BAR BUSHINGS		2
K26241762C	TRANS CORE		1
K60923	CV BELT	9-D	1
K700537	CV SWAY BAR LINK	9-B	2
K7258	SWAY BAR LINK	2-B	4
K80140	CV SWAY BAR LINK	4-A	2
K80823	DC SWAY BAR LINKS-MOOG		1
K8337	BUSHING		1
K8837	BUSHING	4-B	1
KG5572	CV SHOCK REAR 00	4-A	1
KO40357SF	A/C BELT	9-D	1
LF594F	FUSION OIL FILTER	12	6
LF697	OIL FILTER	12	12
LX2830100	TOYOTA REFLECTOR LT REAR	SHELF FD	1
M-525	MV EXP. VALVE	7-C-1	1
M3244	CM OIL FILTER	12	8
M490	EXPANSION VALVE		1
M562	EXPANSION VALVE		1
MCBU9007	HALOGEN HEAD LIGHTS	EA	6
MGA49737	AIR FILTER 2014 DOD GRAND CARAVAN		4

MGA49746	AIR FILTER	5-B	1
MGL51334	MGL51334		2
MGL51522	CI OIL FILTER	12	3
MGL57045	CI OIL FILTER 3.6	13	5
MGL57047	TS OIL FILTER	12	6
MGL57064	PRIUS OIL FILTER	13	3
MGL57502	FT OIL FILTER	13	3
MOTYH588	SWITCH ASS	3-C	1
MS97204	MV INTAKE GASKET	7-C-4	1
MVATF	TRANS FLUID, MULTI VEHICLE	BULK TANK	82
N110180AC	ALETRNATOR CORE SCION XB		1
N612831A	STARTER		1
N612831AC	CORE		1
N808237S101A	CV BRAKE CALIPER BOLT	3-D	2
OB036095	SCION 2014 XB WHEEL		1
OILDRI	OIL DRY		5
OL106	MIGHTY OIL SYSTEM FLUSH	1-E	1
OS30622R	MV OIL PAN GASKET SET 05	5-A	1
P23560R17 MILESTAR	TIRE		6
PAL030	FUSE PAL 30A	1-B	2
PAL040	FUSE PAL 40A	1-B	2
PC893	2011 DODGE VAN CRANK SENSOR		1
PF53	OIL FILTER POLICE CAR	13	1
PFS616	FUEL PUMP		1
PG4476F	SCION OIL FILTER	14	1
PM4031	PRUIS BLOWER MOTOR	9-C	1
PRUIS	PRUIS		1
PT189	PIGTAIL SOCKET	7-B-3	2
PT254	HD LITE PIGTAIL	7-B-3	1
R110180AC	CORE		1
R134	FREON		1
R134A30	FREON	BULK TANK	39.8
R4801624AGC	ALTERNATOR CORE DOD CARAVAN		4
R5151727AD	MV POWERSTEERING PUMP	2-A	1
R613032A	STARTER		1
R61303AC	STARTER CORE		1
R61312AC	CORE		1
R613180A	STARTER		2
R8059524AKC	CORE		1

REM16004	STARTER		1
REM16004C	STARTER CORE		1
RESTOCKING FEE	RESTOCKING FEE		5
RF243	CV FAN MODULE	4-B	3
RK622035	CONTROL ARM		1
RK622036	CONTROL ARM		1
RL150562ACC	PCM CORE		1
RL801779AGC	CORE		1
RR28	CROWN VIC FAN MOD	4-B	2
RS46BD5AC	MV PLATE,RT FRT SCUFF	5-A	1
RS47BD5AC	MV PLATE,LFT FRT SCUFF	5-A	1
RT1194	THERMOSTAT	3-D	1
RU572	08 MERCURY GRAND MARQUIS RESISTOR		1
RU631	BLOWER RESTR		1
S160	MV O2 SENSOR 05	7-D-1	5
SA988C	STARTER CORE		2
SB580403	CI ROTOR	10-D	2
SBK8848	LINK KIT	2-B	2
SC1040A	CV FRONT BRAKE PAD	10-B	1
SC1057	CHRYSLER 300 PADS	9-B	1
sc1100113c	rear cover scion		1
SC1184A	BRAKE	9-B	1
SC1589	BRAKE PAD	10-B	2
SC1596	DC REAR BRAKE PAD	10-B	1
SC1719	BRAKE PAD	10-B	1
SC931	FRONT BRAKES	10-B	1
SE10001HP	CV TPMS	3-C	1
SG214058	LIFT SUPPORT		6
SG314073	HOOD SHOCKS		2
SLS247	STOPLIGHT SW	3-A	1
SM1057	BRAKE PADS 2014 CHRY 300		1
SM1058C	BRAKES PADS 2014 CHRYSLER		1
SM1327	MV BRAKE PAD FRONT		1
SP149125AE	SPARK PLUG	3-D	6
SP493	CV SPARK PLUGS 2011	3-C	7
SPORE10PM5	300 SPARK PLUGS	3-B	12
SPRE14PMC5	300 SPARK PLUG 2.7L	3-B	6
SYN530	OIL	15	3
SZFR5LP13G	300 SPARK PLUG 3.5	3-B	5
T333AF	300 TRANS FILTER	5-D	8
TO1014101V	UPPER COVER RAVA 4		1
TO1015108V	LOWER COVER		1
TO1100286V	TS REAR COVER	BODY	1

		SHOP	
TO1241245C	FENDER RT		1
TO12419171	RT SKIRT		1
TO2502207	TS HEADLAMP ASSM. LEFT	SHELF RR	1
TO2519147N	HEADLIGHT RT		1
UF648	COP COIL	3-A	1
V1013803AE	MV BRAKE PAD; FNT	10-D	3
V1013984AD	MV BRAKE PADS FRONT W/REAR DRUM	10-D	1
V2013948AD	MV BRAKE PADS REAR 06-07	9-B	4
W708503S441	CV BALL JOINT LOWER NUT	3-D	1
W709529S437	WP	7-A-6	4
WAGD1056C	WAGNER SST BRAKE PADS 2013 DODGE CHARGER		1
WC14164	MV WHEEL CYLENDER 05	7-C-5	2
WT5205	MV COOLANT SENSOR	7-C-2	1
XF2Z9D676AA	FW TUBE	10-E	1
XF3Z18504AA	CV BLOWER MOTOR SQUIRREL CAGE	4-B	1
XT10QLVC	FORD TRANSMISSION OIL	1-E	10
XW7Z5425324AA	CV WEATHERSTRIP,RT REAR BODY OPEN	SHELF FD	1
XW7Z5443720AA	WEATHERSTRIP FORD	SHELF FD	1
XW7Z5451822BA	WEATHER STRIP	SHELF FD	2
YG343	CV AC ORIFICE TUBE	3-A	1
YH1717	CV BLOWER MTR RES W/MANUAL AIR	3-B	4
ZV691X9AH	SEAT BELT	2-C	1

**Schedule 1.1(e) to Asset Purchase Agreement****Telephone and fax numbers, domain names, and trade names**

The following numbers, to the extent owned by Seller:

<u>Number:</u>	<u>Queue:</u>	<u>Extension SA:</u>	<u>Name:</u>
<u>2102222222</u>	San Antonio Main	8667	Kevin Duray
<u>2104615450</u>	SA SafeRide	8666	John Bouloubasis
<u>2104615465</u>	VIA Express Dispatchers	8637	Randy Cardenas
<u>2106460235</u>	Special Accounts SA	8636	Accounts Receivable
<u>2106508603</u>	VIA Special Accounts	8634	Cashiers
<u>2106508615</u>	MOD SA	8631	Mario Robledo
<u>2106508620</u>	SA Dispatch	8623	Sal Zuniga
<u>2106508627</u>	SA Dispatch	8621	Bill Kellogg
<u>2106555465</u>	VIA LINK	8611	Cynthia Velez
<u>2106666666</u>	VIA Express Customers	8601	Andrew Rocha
<u>2108268294</u>	Towncar SA	8626	SA Conference Room
<u>5124347713</u>	MOD Colombia		
<u>5124347756</u>	Austin SafeRide	7883	Felipe Gonzalez
<u>5124347772</u>	Austin Dispatch	7775	Julia Garcia
<u>5124347773</u>	Austin Dispatch	7760	John Bouloubasis
<u>5124347777</u>	Austin Special Accounts	7733	Scarlet Mccarther
<u>5124529999</u>	Austin Main Line	7724	Austin Office
<u>7132230303</u>	MSP	7720	Lauren Smith
<u>7132244445</u>	Houston Delivery	7716	Yvonne Rigolo
<u>7132252666</u>	Fiesta Taxi	7716	Claims
<u>7132361111</u>	Houston Main Line	7714	Austin Main Office
<u>7132361122</u>	Houston		
<u>7132368755</u>	Houston Dispatch	5913	Service Writer
<u>7132368877</u>	Houston Towncar	5904	Melinda Malek
<u>7132369400</u>	Fiesta Dispatch	5903	Chris Aguirre
<u>7132369401</u>	Fiesta Taxi Dispatch	5902	Ozzy Gonzalez
<u>7132369402</u>	Fiesta Dispatch	5885	Paula Cooper
<u>7134285712</u>	Houston Dispatch	5870	Susan Paschal
<u>7134285714</u>	Houston Conference room	5866	Manuel Huaman
<u>7134285789</u>	Houston Logisticare	5865	Christi Bernard
<u>7134285828</u>	Customer call driver (app)	5836	Melissa Mcghee
<u>7134285844</u>	Houston accounts	5832	Julia Saldana
<u>7134285846</u>	Houston Dispatch	5830	Don Helmer
<u>7134285860</u>	Metro Starters	5824	Cashier

<u>7134285883</u>	Metro Starters	5823	Cashier
<u>7134285884</u>	Metro Starters	5815	Nick Plaznich
<u>7134285888</u>	MSP Spanish	5811	Francis Valeriano
<u>7134285999</u>	Metro	5810	Lobby
<u>7136990000</u>	United	5809	Rosario Harter
<u>7137378423</u>	Houston Townecar	5805	Customer Service/Safety
<u>9563295017</u>	Micro Mcallen Dispatch	5766	Yaling Zhang
<u>9563295018</u>	Micro Mcallen CS	5763	Rose Estrada
<u>8325531710</u>	Direct Driver Connect (app)	5756	Lobby Rose
<u>5124441010</u>	10/10 Taxi	5753	Jessica Hubbard
<u>7134285738</u>	Houston Special Accounts	5751	Jeanette Johnson
		5745	Lisseth Deltoro
		5731	Danny Davis
		5729	Lobby francis
		5728	Claims Intake
		5722	Ana Marie Munoz
		5721	Kayla Ruiz
		5720	Pete Arzola
		5717	Jacob Garza
		5716	Ericka Zamarripa Houston Conference
		5714	Room
		5705	Pamela Jefferson
		5704	Brenda Hagger
		5702	Mike Spears
		5701	Pete Arzola

The following trade names: Greater Austin Transportation Company, GATC.

Fax numbers, domain names, and URLs used by Seller in connection with the Business.

**Schedule 3.5 to Asset Purchase Agreement**

**Assumed Contracts**

None, other than Seller's obligation to transfer title to Vehicles upon the full satisfaction of promissory notes issued by Seller's drivers.

**Schedule 3.7 to Asset Purchase Agreement**

**Compliance with Laws and Governmental Authorizations**

City permit and self-insurance certificates held by Seller may be affected by the bankruptcy filing.

**Schedule 3.8 to Asset Purchase Agreement**

**Legal Proceedings**

[Attached]

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## ATTACHMENT SOFA #7

Matter Name	Plaintiff(s)	Court	Cause #	ENTITY INVOLVED
SUTTON, Derrick LINDSEY, June v. Greater Houston Transportation Company	Sutton, Derrick	Harris Co. Court at Law No. 2	1110527	Greater Houston Transportation Company
WARD, Delsynvin v. Edward Williams and Greater Houston Transportation Company	Ward, Delsynvin	Harris Co. Court at Law No. 3	1116979	Greater Houston Transportation Company
MORRIS, Shirley v. Greater Houston Transportation Company and ANDAAT, Mark A.	Morris, Shirley	Harris Co. Court at Law No. 2	1128050	Greater Houston Transportation Company
ASFOURI, Zainul v. Greater Houston Transportation Company	Asfouri, Zainul	Harris Co. Court at Law No. 1	1140369	Greater Houston Transportation Company
ACCC Insurance Company v Greater Houston Transportation Company d/b/a United Cab Company & CESAR LUIS ESCOBAR	ACCC insurance Company	Harris Co. Court at Law No. 4	1142853	Greater Houston Transportation Company
PHAM, Hong v. Greater Houston Transportation Company & Rana Kahn		Harris Co. Court at Law No. 4	114791	Greater Houston Transportation Company
MORALES, Jr., Felipe, et al v Greater Houston Transportation Company, Cab Admin Services, Inc. d/b/a VC Company of Houston & ASVIE, Leticia Nicole Morales, minor	Morales, Felipe, Morales, Leticia Nicole Morales, minor	Harris Co. Court at Law No. 2	1148554	Greater Houston Transportation Company
BROCK, Nancy v Greater Houston Transportation Company d/b/a VC Company and/or VC & Marvis Frederica Clemmons	Brock, Nancy	Harris Co. Court at Law No. 1	1150477	Greater Houston Transportation Company
CENTRAL Mutual Ins Co & Charles Helms, Jr. v. Greater Houston Transportation Company d/b/a VC Company	Central Mutual Insurance	Harris Co. Court at Law No. 3	1154855	Greater Houston Transportation Company
ALLSTATE fire & Casualty Insurance Company, et al v. Greater Houston Transportation Company d/b/a Yellow Cab	Allstate Fire & Casualty Insurance Company	Harris Co. Court at Law No. 4	1155225	Greater Houston Transportation Company
BEDFORD, Tariq v Greater Houston Transportation Company	Bedford, Tariq	Harris Co. Court at Law No. 3	1155239	Greater Houston Transportation Company
AUTO CLUB County Mutual Ins. Co. v Greater Houston Transportation Company & Rene R. Barrios	Auto Club County Mutual Insurance Ins. Co.	Harris Co. Court at Law No. 3	1155600	Greater Houston Transportation Company
TAYLOR, Quintin and COLLINS, Arfeatha v. Greater Houston Transportation Company d/b/a VC	Taylor, Quintin and Collins, Arfeatha	190th Civil District Court - Harris County	20185270	Greater Houston Transportation Company
DE LA GARZA, Sarah v Greater Houston Transportation Company d/b/a VC & RAZA, Ahmed	De La Garza, Sarah	125th Civil District Court - Harris County	201939713	Greater Houston Transportation Company
HARRISON, Robin F. v HALL, James A. & Greater Houston Transportation Company d/b/a VC	Harrison, Robin F.	215th Civil District Court - Harris County	20197753	Greater Houston Transportation Company
AVAREZ, Kenia v SAINT GINAT	Avarez, Kenia	Justice Court, Harris County, Precinct 1, Place 3	181200496957	Greater Houston Transportation Company
GEICO-TAYLOR, LASHANNECA v Pierre Nkongue & Greater Houston Transportation Company	Geico-Taylor, Lashaneca	Justice Court, Harris Co., Precinct 5, Place 1	195100290264	Greater Houston Transportation Company

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AMICA Mutual Insurance Company as Subrogee of Patrick Morel v Greater Houston Transportation Company & Mohamed Molick Barry	AMICA Mutual Insurance Company	Justice Court, Harris County, Precinct 1, Place 1	201100225621	Greater Houston Transportation Company
AMERICAN Fire & Casualty Insurance Company as Subrogee of Gwen Reed v Greater Houston Transportation Company & Sharlene Colerman	Allstate Fire and Casualty Insurance Company as Subrogee of Aleksandr Nisman	Justice Court, Harris County, Precinct 1, Place 1	201100228852	Greater Houston Transportation Company
JENNINGS, Richard v Greater Houston Transportation Company , Alberta Yargo Bruce & Larry Conrad Ohs	Jennings, Richard	Justice Court, Harris County, Precinct 1, Place 2	201200014926	Greater Houston Transportation Company
GLESBY, Gary v Greater Houston Transportation Company & Alemane Molla Kebode	Glesby, Gary	Justice Court, Harris County, Precinct 1, Place 2	201200019128	Greater Houston Transportation Company
AMERICAN Mutual Insurance Company as Subrogee of Patricia Ramirez v Greater Houston Transportation Company & Benjamin Ihemue	Allstate County Mutual Insurance Company	Justice Court, Harris County, Precinct 5, Place 1	20510037870	Greater Houston Transportation Company
WILLIAMS, Sophonia v Greater Houston Transportation Company & Shannika Denise Hanson	Williams, Sophonia	Justice Court, Harris County, Precinct 5, Place 2	215200143223	Greater Houston Transportation Company
AMWINS Specialty Auto, Inc. db/o Old American County Mutual as Subrogee of Maria Hernandez v Greater San Antonio Transportation Company & Luis R. Borrego Mas	Amwins Specialty Auto, Inc.	JP Court - Bexar Co. Precinct 1, Place 2	1252000182	Greater San Antonio Transportation Company
STATE FARM v. Greater San Antonio Transportation Company dba YC Steele v. Greater Houston Transportation Company/GDK, Inc., Perez v. Greater Houston Transportation Company/DELWENDE NIKEMA	State Farm Steele, Erica Perez, Diane & Ricky	JP Court - Bexar Co. Precinct 1, Place 2 270th Civil District Court - Harris County	125900219 2015-54117	Greater San Antonio Transportation Company
VERA, Raymond v. Greater Houston Transportation Company - JAMES HALL Company v. Greater Houston Transportation Company and Lorreus Davis, Destiny v. Greater Houston Transportation Company	Vera, Raymond Lorreus, James	234th Civil District Court - Harris County 80th Civil District Court - Harris County	2016-57400 2016-57400	Greater Houston Transportation Company
ALARCON v. Greater San Antonio Transportation Company and Lorreus Davis, Destiny v. Greater Houston Transportation Company	ALARCON, YOLANDA Davis, Destiny	408th Judicial District Court - Bexar Co. Bexar County District Clerk	2016CI19753 2017-4035	Greater San Antonio Transportation Company
SANCHEZ, Ruben v. Greater Houston Transportation Company & TIRRELL TURNER	Sanchez, Ruben	270th Civil District Court - Harris County	2017-7835	Greater Houston Transportation Company
LAUWORD, James v. Mancor Ahmad and Greater Houston Transportation Company	Lauword, James	270th Civil District Court - Harris County	2017-7956	Greater Houston Transportation Company

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ESPARZA, Mary & MARTINEZ-DUENAS, Zulma v Greater San Antonio Transportation Company & GOETZ, Rebel	Esparsa, Mary Duenas, Zulma	407th Judicial District Court	2017-C-17286	Greater San Antonio Transportation Company
NEWKIRK, Annaleigh CRUZ et al. v HOSHIN, Tzu, et al	NEWKIRK, Annaleigh CRUZ	156th Civil District Court - Bexar Co.	2017-CI-23397	Greater San Antonio Transportation Company
GLORIA, Stephanie v. KALYAKRISH and Greater San Antonio Transportation Company	GLORIA, Stephanie	Bexar Co. Court at Law No. 10	2017CV04356	Greater San Antonio Transportation Company
SALDIVAR, Nancy v MAXWELL, Theodore & Greater Houston Transportation Company	SALDIVAR, Nancy L	295th Civil District Court - Harris County	2018-2775	Greater Houston Transportation Company
JACKSON, Margaret v. BURKIN-LEWIS, Ronald C.	Jackson, Margaret	215th Civil District Court - Harris County	2018-34859	Greater Houston Transportation Company
SANTILLAN, GINITH v Greater Houston Transportation Company and SETH BLAZMANA	Santillan, Ginith	333rd Civil District Court - Harris County	2018-5555	Greater Houston Transportation Company
BROWN, Gail (John Wesley Brown-deceased) v Greater Houston Transportation Company & Adelji Famajuro	Brown, Independent Executrix of the Estate of John Wesley Brown, Sr., Deceased, Gail	270th Civil District Court - Harris County	2018-45707	Greater Houston Transportation Company
GAONA, Maria v HALL, James & Greater Houston Transportation Company	GAONA, Maria	51st Civil District Court - Harris County	2018-47824	Greater Houston Transportation Company
SAMOS, Jose v Greater Houston Transportation Company, TX TAXI, CAB COMPANY, INC.	Chubbi Emmanuel	157th Civil District Court - Harris County	2018-59315	Greater Houston Transportation Company
JONES, Willie Lee JONES, Dion v Greater Houston Transportation Company	JONES, Willie Lee	188th Civil District Court - Harris County	2018-5112	Greater Houston Transportation Company
JONES, Don v Greater Houston Transportation Company dba YC & BROOKS	JONES, Don	190th Civil District Court - Harris County	2018-55067	Greater Houston Transportation Company
BARILLAS, Marlon v. Greater Houston Transportation Company & ARMANDO RIVNE, Mary v. Greater Houston Transportation Company, Kamran SALIMI	Barillas, Marlon	61st Civil District Court - Harris County	2018-57895	Greater Houston Transportation Company
GONZALEZ, Damaris & FLORES, Hilda v Greater Houston Transportation Company dba YC	RYNNE, Mary	281st Civil District Court - Harris County	2018-75572	Greater Houston Transportation Company
HAWKINS, Venika v. WEBER, Clarisse	GONZALEZ, Damaris & FLORES, Hilda	189th Civil District Court - Harris County	2018-73472	Greater Houston Transportation Company
PRINGLE, Karl and ANDERSON, Halley v Greater Houston Transportation Company	HAWKINS, Venika	129th Civil District Court - Harris County	2018-79266	Greater Houston Transportation Company
JONES, Deborah A. v. Greater Houston Transportation Company and ZERO WAINNA KOBOTO	PRINGLE, Karl Anderson, Halley Wainright, Dawson	281st Civil District Court - Harris County	2018-80101	Greater Houston Transportation Company
OLATUNBOSUN, Emmanuel and RAMOS, Paul vs. Greater Houston Transportation Company dba YC	JONES, Deborah A.	151st Civil District Court - Harris County	2018-81721	Greater Houston Transportation Company
Olatunbosun, Emmanuel	Olatunbosun, Emmanuel	259th Civil District Court - Harris County	2018-83350	Greater Houston Transportation Company

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TEVESAN, Julian Alex v SCRATCH, Shannon Debord / EAGLE, Shanta Michelle v Greater Houston Transportation Company d/b/a YC et al	Chanta, Lester	133rd Civil District Court - Harris County	2018-94556	Greater Houston Transportation Company
BAIDEZ, Nancy v. Greater Houston Transportation Company and SHARVAIL	BAIDEZ, Nancy	125th Civil District Court - Harris County	2018-94712	Greater Houston Transportation Company
WILLIAMS, Katarina v Greater Houston Transportation Company & Phillip Mihalda Avon	WILLIAMS, Katarina	55th Civil District Court - Harris County	2018-85338	Greater Houston Transportation Company
HANCOCK, Marv v. Greater San Antonio Transportation Company DIRSHANE	HANCOCK, Marv	45th Civil District Court - Bexar Co.	2018CI00223	Greater San Antonio Transportation Company
HILL, Raymond v. YELLOW CAB TAXI and JESSE	HILL, Raymond	131st Judicial District Court - Bexar Co.	2018CI00738	Greater San Antonio Transportation Company
DEL CUELO, Andrew v. Nunez, Robert and Greater San Antonio Transportation Company	DEL CUELO, Andrew	168th Civil District Court - Bexar Co.	2018CI0573	Greater San Antonio Transportation Company
REYES, Blanca v. ABDALLAH, Nasreddin & Greater San Antonio Transportation Company	REYES, Blanca	285th Judicial District Court - Bexar County	2018CI06610	Greater San Antonio Transportation Company
GONZALEZ, Melinda v. Greater San Antonio Transportation Company / FLORES, A	GONZALEZ, Melinda	73rd Judicial District Court - Bexar Co.	2018CI314	Greater San Antonio Transportation Company
BICK, Jack Lee/POWER, Lee v. Greater San Antonio Transportation Company & Alberto Flores	BUCK, Jack Lee/POWER, Lee	156th Civil District Court - Bexar Co.	2018CI1494	Greater San Antonio Transportation Company
ALVARADO, Roberto v. FAROOQ, Abdul & Greater San Antonio Transportation Company	Alvarado, Robert	285th Judicial District Court - Bexar County	2018CI17629	Greater San Antonio Transportation Company
RUIZ, E. Frank et al v. Greater San Antonio Transportation Company & HOSSAIN, Ginger	RUIZ, Frank Mares, Tristan	37th Judicial District Court	2018CI17820	Greater San Antonio Transportation Company
RODRIGUEZ, Joseph v. ARDI and Greater San Antonio Transportation Company	RODRIGUEZ, Joseph	156th Civil District Court - Bexar Co.	2018CI23165	Greater San Antonio Transportation Company
GARCIA, Patricia v. Greater San Antonio Transportation Company, HUMBERTO, Edgar	Garcia, Patricia	15th Civil District Court - Bexar Co.	2018CI24185	Greater San Antonio Transportation Company
SULLIVAN, Arz v Greater Houston Transportation Company & GREEN, Yolanda	Sullivan, Arz	270th Civil District Court - Harris County	2019-03353	Greater Houston Transportation Company
Villafanca Body Shop v. Greater Austin Transportation Company d/b/a YC CO.	Villa Francis Body Shop	Travis Co. Court of Law No. 1	2019-03353	Greater Houston Transportation Company
TORRES, Juan C. v. AFENYERSKI, David & YELLOW CAB	TORRES, Juan C.	270th Civil District Court - Harris County	2019-09527	Greater Houston Transportation Company

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BRAGGS, Linda Young v. Greater Houston Transportation Company d/b/a/Fiesta YC & Barndale Adekwumi & Blanca Rangel/Turner	BRAGGS, Linda Young	270th Civil District Court - Harris County	2019-11085	Greater Houston Transportation Company
ROBERTS, Brady v. FIESTA CAB CO.	Robert, Brady	25th Civil District Court - Harris County	2019-16276	Fiesta Cab Company
BRAGGS, Linda Young v. MACH-BIRME HABESLUS & BRAGGS, Linda Young	189th Civil District Court - Harris County	2019-1953	Greater Houston Transportation Company	
Greater Houston Transportation Company				
STEWART, Cathy & BLACK, Leondalyn v. Greater Houston Transportation Company & HOWINGTON, Robert	STEWART, Cathy & BLACK, Leondalyn	333rd Civil District Court - Harris County	2019-29129	Greater Houston Transportation Company
Miranda SAWALA v. Matrico Aguilu BARROS & Greater Houston Transportation Company d/b/a YC	Miranda SAWALA	128th Civil District Court - Harris County	2019-2689	Greater Houston Transportation Company
SMITH, Everett Harrison II & Rebecca T. v. Greater Houston Transportation Company & John Doe	SMITH, Everett Harrison II & Rebecca T.	165th Civil District Court - Harris County	2019-32748	Greater Houston Transportation Company
MOORE, Ebony v. Greater Houston Transportation Company & Pamela JEFFERSON	Moore, Ebony	127th Civil District Court - Harris County	2019-41482	Greater Houston Transportation Company
JUSTICE, Carol Denise v. Greater Houston Transportation Company & WILLIS, Jerome	JUSTICE, Carol Denise	215th Civil District Court - Harris County	2019-47582	Greater Houston Transportation Company
BENNET, Kiana, N. v. Greater Houston Transportation Company & BENGALY KARAPALAN	BENNET, Kiana, N.	339th Civil District Court - Harris County	2019-53694	Greater Houston Transportation Company
QUIJANO, Anastacia Torres v. FRANCISCO, Arun	QUIJANO, Anastacia Torres	215th Civil District Court - Harris County	2019-57128	Greater Houston Transportation Company
HAMPTON, Nevan v. Greater Houston Transportation Company & FREDERICK	HAMPTON, Nevan	295th Civil District Court - Harris County	2019-64999	Greater Houston Transportation Company
AMADOR, Ovin J. v. Greater Houston Transportation Company & MORAN EXVAL	AMADOR, Ovin J.	281st Civil District Court - Harris County	2019-57017	Greater Houston Transportation Company
ARVAS, Daniel v. Texas Fiesta, Inc. d/b/a Fiesta Cab Company and Greater Houston Transportation Company & Cesar Luis Escobar	Arvas, Daniel Lopez, Claudia	333rd Civil District Court - Harris County	2019-73265	Greater Houston Transportation Company, Fiesta Cab Company
HOREHUAQ, Lydia v. Tajudeen A. Oshodi	Horehuaq, Lydia	151st Civil District Court - Harris County	2019-88372	Greater Houston Transportation Company, Fiesta Cab Company
MARTINEZ, Christela v. Greater Houston Transportation Company & David Obi	Martinez, Christela	151st Civil District Court - Harris County	2019-89377	Greater Houston Transportation Company

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HARSTFIELD, Cynthia v. Greater San Antonio Transportation Company & Anmar Rasheed	Hearstfield, Cynthia	224th Judicial District Court - Bexar Co.	2019CO0611	Greater San Antonio Transportation Company
DUMAPLA, Myra v. Greater San Antonio Transportation Company, ELMI, Ali Ahmien	Dumapla, Myra	205th Judicial District Court - Bexar County	2019CO0781	Greater San Antonio Transportation Company
URRUTIA, Victoria & Jonathan v. Greater San Antonio Transportation Company & WORKU, Berhane	Urrutia, Jonathan	37th Judicial District Court	2019CO9779	Greater San Antonio Transportation Company
AUGUST, Katherine v. Greater San Antonio Transportation Company, MIDDONO, Salvatore	August, Katherine	73rd Judicial District Court - Bexar Co.	2019CO10474	Greater San Antonio Transportation Company
BOCANEGRA, Luis et al. v. Greater San Antonio Transportation Company, ALVAREDO, Hilario	Bocanegra, Tina	285th Judicial District Court - Bexar County	2019CO12950	Greater San Antonio Transportation Company
HODGES, Walter & KUBLAN, James N. v. Greater San Antonio Transportation Company	Hodges, Walter	408th Judicial District Court - Bexar Co.	2019CO13397	Greater San Antonio Transportation Company
SCHUBER, Bryan v. WALKER, Thomas & Greater San Antonio Transportation Company	Schuber, Bryan	Bexar County Civil Court, 10	2019CV00532	Greater San Antonio Transportation Company
MARTINEZ, Cynthia v. Greater San Antonio Transportation Company, ELMI, Ali Ahmed	Martinez, Cynthia	Bexar County Civil Court, 3	2019CV05089	Greater San Antonio Transportation Company
CURLICK, Cristina v. Greater San Antonio Transportation Company, ROHAN, Samuli	Curlick, Cristina	Bexar County Civil Court, 3	2019CV07025	Greater San Antonio Transportation Company
GEICO v. Greater San Antonio Transportation Company, AVATULAN, Adil	GEICO	Bexar Co. Court at Law No. 10	2019CV07414	Greater San Antonio Transportation Company
TERRY, Laura Contra v. Greater Houston Transportation Company, & Central Cotton, Viva Cotton, Carlos G. McElberry	Terry, Laura	334th Civil District Court - Harris County	2020-01398	Greater Houston Transportation Company
ZAMORA, Elmer v. Greater Houston Transportation Company, Felik Akinsonmu & Wai Loon Ng	Zamora, Elmer	269th Civil District Court - Harris County	2020-01898	Greater Houston Transportation Company
MCPEHSON, James & NEAL, Oliver v. Greater Houston Transportation Company & Taino Fawellimi	McPherson, James	157th Civil District Court - Harris County	2020-03232	Greater Houston Transportation Company
GARCIA, Carlos v. Greater Houston Transportation Company & Shahabdomi Wajdehans	Garcia, Carlos	11th Civil District Court - Harris County	2020-03240	Greater Houston Transportation Company
BROCKINS, Elizabeth v. Greater Houston Transportation Company & Taino Fawellimi	Brockins, Elizabeth	80th Civil District Court - Harris County	2020-05360	Greater Houston Transportation Company
UNITED Financial Casualty Company v. Greater Houston Transportation Company	United Financial Casualty Company	113th Civil District Court - Harris County	2020-05878	Greater Houston Transportation Company

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ANSARI, Mostafa v. Greater Houston Transportation Company & Oluswadaniola, Abellini	Ansari, Mostafa	11th Civil District Court - Harris County	2020-11182	Greater Houston Transportation Company
Jenkins, Johnny v. Babineaux, Michael and Greater Houston Transportation Company	Jenkins, Johnny	15th Civil District Court - Harris County	2020-12719	Greater Houston Transportation Company
HENSON, Linda v. Appliance Warehouse & Yellow Cab Company of Houston, Int., et al	Henson, Linda	125th Civil District Court - Harris County	2020-15025	Greater Houston Transportation Company
BRANCH, Theodisa v. Greater Houston Transportation Company; Pablo Sosa & Sara Demesie	Branch, Theodisa	33rd Civil District Court - Harris County	2020-20565	Greater Houston Transportation Company
ROBINS, Charles v. Greater Houston Transportation Company dba YC & Fashion Clement	Robins, Charles	270th Civil District Court - Harris County	2020-22207	Greater Houston Transportation Company
BENSON, Tommy v. Greater Houston Transportation Company; Taki Fiesta RGV; Fiesta Cab Company & John Doe	Benson, Tommy	25th Civil District Court - Harris County	2020-24989	Fiesta Cab Company
JOHNSON, Sparkle v. Greater Houston Transportation Company dba YC & Ta Chyna Watson	Johnson, Sparkle	61st Civil District Court - Harris County	2020-25422	Greater Houston Transportation Company
GRAVES, Jamarcus Smith v. Greater Houston Transportation Company	Graves, Jamarcus	333rd Civil District Court - Harris County	2020-27311	Greater Houston Transportation Company
BROWN, John v. Greater Houston Transportation Company dba YC & Whilbert Rhodes	Brown, John	80th Civil District Court - Harris County	2020-28136	Greater Houston Transportation Company
THRASH, Lorenzo v. Greater Houston Transportation Company dba YCH & John Doe	Thrash, Lorenzo	151st Civil District Court - Harris County	2020-31786	Greater Houston Transportation Company
EPPS, Diana v. Greater Houston Transportation Company & Fredrick Dewayne Williams	Epps, Diana	151st Civil District Court - Harris County	2020-33145	Greater Houston Transportation Company
WOLFE, Randy v. Greater Houston Transportation Company & NOKU Gocwin Ornamen	Wolfe, Randy	157th Civil District Court - Harris County	2020-34153	Greater Houston Transportation Company
KISHINOVSKY, Leonid and The Kishinovsky Law Firm PLLC v. Greater Houston Transportation Company dba YC	Kishinovsky, Leonid	215th Civil District Court - Harris County	2020-34900	Greater Houston Transportation Company
TORALES, Regina v. Greater Houston Transportation Company dba YC & Herman Morales	Torales, Regina	80th Civil District Court - Harris County	2020-35655	Greater Houston Transportation Company
JEFFERSON, Juanita v. Greater Houston Transportation Company, Yellow Cab Service Corporation & George Adasina	Jefferson, Juanita	157th Civil District Court - Harris County	2020-36087	Greater Houston Transportation Company

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JOHNSON, Jacob and HAMILTON, Brandi v Greater Houston Transportation Company & Marvin Clemmons	Johnson, Jacob	157th Civil District Court - Harris County	2020-2277	Greater Houston Transportation Company
ENGLE, Sharita Michelle v Greater Houston Transportation Company dba YC et al	Eagle, Sharita	164th Civil District Court - Harris County	2020-43405	Greater Houston Transportation Company
RACHAEL, Betty & Martin v Greater Houston Transportation Company & Hussein Abuzaif	Rachael, Martin	151st Civil District Court - Harris County	2020-48888	Greater Houston Transportation Company
AVILA, Marilyn v Greater Houston Transportation Company & Adelito S. Baez	Avelis, Marilyn	11th Civil District Court - Harris County	2020-32756	Greater Houston Transportation Company
PERRINS, Donald & Gloria v Greater Houston Transportation Company dba YC & Lucky Enabulele	Perkins, Donald	336th Civil District Court - Harris County	2020-53590	Greater Houston Transportation Company
THOMAS, Lakieska v Greater Houston Transportation Company dba YC & Francisco Castillo	Thomas, Lakieska	127th Civil District Court - Harris County	2020-53832	Greater Houston Transportation Company
RUIZ, Maricela, India and a/n/f of R.R., a minor v Greater Houston Transportation Company & Wayne Allan Osborn	Oreto, Lydia	152nd Civil District Court - Harris County	2020-57479	Greater Houston Transportation Company
OLEKAO, Lydia v Greater Houston Transportation Company & Benjamin Eneka Ihemeje	Ortiz, Lydia	269th Civil District Court - Harris County	2020-55938	Greater Houston Transportation Company
BROWN, Kerry Deniz, v Greater Houston Transportation Company & Lawrence Ahram Cribbsch	Brown, Kerry	269th Civil District Court - Harris County	2020-55945	Greater Houston Transportation Company
RAMIREZ, Patricia v Greater Houston Transportation Company dba YC & Benjamin Eneka Ihemeje	Ramirez, Patricia	80th Civil District Court - Harris County	2020-67024	Greater Houston Transportation Company
JEFFERSON, Celia v Greater Houston Transportation Company, Carlos Montano & Matthew Alan Wakfeld	Jefferson, Celia	125th Civil District Court - Harris County	2020-67426	Greater Houston Transportation Company
GARCIA, Horacio v Greater Houston Transportation Company & Terrence Gant	Garcia, Horacio	333rd Civil District Court - Harris County	2020-70287	Greater Houston Transportation Company
MONTGOMERY, Nenita v Greater Houston Transportation Company dba YC	Montgomery, Nenita	157th Civil District Court - Harris County	2020-70341	Greater Houston Transportation Company
CHARLES, Tyrone v Greater Houston Transportation Company & John Doe	Charles, Tyrone	625th Civil District Court - Harris County	2020-73570	Greater Houston Transportation Company
MARTINEZ, Ariana & BRENT, Richard v Greater Houston Transportation Company, Lequisha Kelley & Bolaji Ogun-Fife	Martinez, Ariana	127th Civil District Court - Harris County	2020-75877	Greater Houston Transportation Company
ECHAVARRIA, Juan Antonio Aguirre v Greater Houston Transportation Company dba YC & "John Doe"	Aguirre, Echavarria, Juan	259th Civil District Court - Harris County	2020-75902	Greater Houston Transportation Company

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MORRIS, Tanesha v. Greater Houston Transportation Company dba YC & Georgia Scale	Morris, Tanesha	61st Civil District Court - Harris County	2020-83778	Greater Houston Transportation Company
OLIVARES, Joshua v Greater San Antonio Transportation Company dba SA YC & Nasim Dawood	Olivares, Joshua	438th Judicial District Court - Bexar Co.	2020CV00464	Greater San Antonio Transportation Company
CEPEDO, Jaime H. v. Greater San Antonio Transportation Company dba YC, Brandon R Jones & Mohamed I Hefny	Cepeda, James	155th Civil District Court - Bexar Co.	2020CV03527	Greater San Antonio Transportation Company
KELLY, Jamie v Greater San Antonio Transportation Company, YC of San Antonio & Donald Ward	Kelly, Jamie	224th Judicial District Court - Bexar Co.	2020CV03640	Greater San Antonio Transportation Company
MORALES, Jennifer Nicole v Greater San Antonio Transportation Company & Omnidullah Malikai	Morales, Jennifer	407th Judicial District Court	2020CV15058	Greater San Antonio Transportation Company
LCHENZANA, Daniela & Stephanie Mendez v Greater San Antonio Transportation Company	Lorenzana, Daniela	57th Judicial District Court - Bexar Co.	2020CV16264	Greater San Antonio Transportation Company
AMER, Farha, Yasmeen, Ahmar & Emran Alhamri v Greater San Antonio Transportation Company & Francisco Rodriguez	Amer, Farha Ahmed, Yasmeen Alhamri, Emran	150th Judicial District Court - Bexar Co.	2020CV12565	Greater San Antonio Transportation Company
MCGILLIS, Amanda and Costina Washington, minor v Greater San Antonio Transportation Company & Tsegbay, T. Fisnave	Mcgillis, Amanda	Bexar County Civil Court 3	2020CV00733	Greater San Antonio Transportation Company
MONTOYOR, John v Greater San Antonio Transportation Company & Nasereidin S. Abdallah	Montford, John	Bexar County Civil Court 3	2020CV1661	Greater San Antonio Transportation Company
RODRIGUEZ, Leandra, et al v HALE, Nease H. T. Rodriguez, Leandra	Rodriguez, Leandra	Bexar County Civil Court 10	2020CV02120	Greater San Antonio Transportation Company
GEICO County Mutual Insurance Company v Greater San Antonio Transportation Company & Treasab T. fistave	Lopez, Jr., Robert	Bexar County Civil Court 10	2020CV05532	Greater San Antonio Transportation Company
SIMS, Terrence v Greater Houston Transportation Company & Eric Wilkinson	Sims, Terrence	55th Civil District Court - Harris County	2021-09959	Greater Houston Transportation Company
MAURICE, Becky v Greater Houston Transportation Company & Mituu Agboda	Maurice, Becky	150th Civil District Court - Harris County	2021-17540	Greater Houston Transportation Company
PROFT, Curtis v Greater Houston Transportation Company, Mortano Carlos & Matthew Alan Wakefield	Proft, Curtis, and Charrmin, Grav,	165th Civil District Court - Harris County	2021-17630	Greater Houston Transportation Company
MANNERS, David Tatnum v Greater Houston Transportation Company, Carlos Albert Pineda & Dorrell L. Murphy	Manners, David	127th Civil District Court - Harris County	2021-20538	Greater Houston Transportation Company
JOHNSON, Denise v Greater Houston Transportation Company & GRANT, Terrence Jeromeine	Joiner, Denise	215th Civil District Court - Harris County	2021-22910	Greater Houston Transportation Company

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SANTOS, Emely v Greater Houston Transportation Company & Chiedu Money	Santos, Emely	164th Civil District Court - Harris County	2021-25607	Greater Houston Transportation Company
BARNES, Erica v Greater Houston Transportation Company aka YC & Tajudeen Alade Oshodi	Barnes, Erica	129th Civil District Court - Harris County	2021-26176	Greater Houston Transportation Company
DEROUSSELE, Lillian v Greater Houston Transportation Company & Juan Garcia	DEROUSSELE, Lillian	55th Civil District Court - Harris County	2021-28542	Greater Houston Transportation Company
BUGGAGE, Neema v Greater Houston Transportation Company, Steve Harter, Mike Spears, Yaping Zhao & Terrin Kath Starbird	BUGGAGE, Neema	164th Civil District Court - Harris County	2021-29536	Greater Houston Transportation Company
MALONE, Wynell Morris v Greater Houston Transportation Company dba YC	Malone, Wynell	113th Civil District Court - Harris County	2021-31359	Greater Houston Transportation Company
PRESTON, Lauren v Greater Houston Transportation Company & Bruce Albina	Preston, Lauren	80th Civil District Court - Harris County	2021-33300	Greater Houston Transportation Company
PROGRESSIVE County Mutual Insurance Company v Greater Houston Transportation Company & Tayla Clay	PROGRESSIVE County Mutual Insurance Company	55th Civil District Court - Harris County	2021-34797	Greater Houston Transportation Company
PROGRESSIVE County Mutual Insurance Group v Greater Houston Transportation Company & Tayla Clay	PROGRESSIVE County Mutual Insurance Company	55th Civil District Court - Harris County	2021-34797	Greater Houston Transportation Company
VASQUEZ, Arturo Serrano v Greater Houston Transportation Company & Rene Rolando Barrios	Vasquez, Arturo	133rd Civil District Court - Harris County	2021-35522	Greater Houston Transportation Company
WILLIAMS, Desra v Greater Houston Transportation Company	Williams, Desra	125th Civil District Court - Harris County	2021-35723	Greater Houston Transportation Company
RAMON, Victor v Greater San Antonio Transportation Company & Joseph U Navakor	Ramon, Victor	131st Judicial District Court - Bexar Co.	2021CIV0433	Greater San Antonio Transportation Company
NAVARA, Gloria v Greater San Antonio Transportation Company, Metro Transportation Company & John Doe	NAVARA, Gloria	57th Judicial District Court - Bexar Co.	2021-CI-04422	Greater San Antonio Transportation Company
BANKS, Rose v Greater San Antonio Transportation Company, dba San Antonio Yellow Cab & Small Jay Atkinson	Banks, Rose	224th Judicial District Court - Bexar Co.	2021CIV05651	Greater San Antonio Transportation Company
ATKINSON, Elizabeth v Greater San Antonio Transportation Company & Semere T Soliman	Atkinson, Elizabeth	Bexar County Civil Court 3	2021CV01539	Greater San Antonio Transportation Company
HERNANDEZ, David v Greater San Antonio Transportation Company & Veronica Evans	Hernandez, David	Bexar County Civil Court 3	2021CV02147	Greater San Antonio Transportation Company
ADE, Grace v Greater San Antonio Transportation Company & Karmi Ulah Sin Vasquez, Jorge	Ade, Grace	Justice Court, Bexar County, Precinct 2, Pct 1	21520000212	Greater San Antonio Transportation Company
VASQUEZ, JORGE-LUIS v Rio Grande Valley, Inc.	Vasquez, Jorge	339th Judicial District Court	C-11-9-19-H	TexasFeria Rio Grande Valley, Inc.
HAYS, James v Erick Anthony Egbe	Hays, James	Travis County Court at Law No. 1	C-1-CV-17-008954	Greater Austin Transportation Company

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SIGAFES v Greater Austin Transportation Company dba YC JOHN SOLIMAI FLUANDRO	Sigafes, Daryl Reynor, Misty	Travis County Court at Law No. 2 Travis County Court at Law No. 2	C-1-CV-18-001086 C-1-CV-19-000984	Greater Austin Transportation Company
MINTAR, Misty v EMEDDI, Justin & Greater Austin Transportation Company	Carnay, John	TransCounty Court at Law No. 1	C-1-CV-19-001148	Greater Austin Transportation Company
CARNAY, John Paul v Greater Austin Transportation Company & CARL BARNES	Groeling, William & Miracle	Travis County Court at Law No. 2	C-1-CV-19-005577	Greater Austin Transportation Company
GOODING, William & Miracle v Greater Austin Transportation Company & SHEINO, Abdewahab				
PROGRESSIVE County Mutual v Greater Austin Transportation Company & OMOROGBE, Oshon Edenbe	Progressive County Mutual Insurance Company	Travis County Court at Law No. 2	C-1-CV-19-00173	Greater Austin Transportation Company
CHARBONNEAU, Cobie v Greater Austin Transportation Company & Wossen Yebale Lemma	Charbonneau, Cobie	Travis County Court at Law No. 1	C-1-CV-20-002442	Greater Austin Transportation Company
GEICO Secure Insurance Company v Asim Zaid	Geico Secure Insurance Company	Travis County Court at Law No. 2	C-1-CV-20-003066	Greater Austin Transportation Company
USA General Indemnity Co. v Greater Austin Transportation Company & Abdewahab A. Sheino	USA General Indemnity Co.	Travis County Court at Law No. 2	C-1-CV-20-003226	Greater Austin Transportation Company
PROGRESSIVE County Mutual Insurance Company v Greater Austin Transportation Company & Adawna Dewine	Progressive County Mutual Insurance Company	Travis County Court at Law No. 2	C-1-CV-20-005180	Greater Austin Transportation Company
NAVARRO, Gerardo, et al v Greater Houston Transportation Company, Fiesta Cab Co., & Jonathan Gonzalez (CL-20-1547-A) 71465-04162019.851R	Navarro, Gerardo Ramirez, Kellia	Hidalgo County Court at Law No. 1	CL-20-1547-A	Fiesta Cab Company; Greater Houston Transportation Company
STATE FARM Mutual Automobile Insurance Company as Subrogee of Jesus Zamora v Fiesta Cab Co. & Robert Gillie	State Farm Mutual Automobile Insurance Company	Hidalgo County Court at Law No. 2	CL-20-3479-B	Fiesta Cab Company
REYNOLDS, Andrea v Greater Austin Transportation Company & Williams	Reynolds, Andrea	250th Judicial District Court - Travis Co.	D-1-GR-15-005778	Greater Austin Transportation Company
AUNE, Joanne v Greater Austin Transportation Company	Aune, Joanne	459th Judicial District Court - Travis Co.	D-1-GN-17006764	Greater Austin Transportation Company
ROMER/SCHWENNESEN v Greater Austin Transportation Company and Abdewahab BELBHAR	Romero, Oscar Schwennesen, Stephen	22nd Judicial District Court - Bexar Co.	D-1-GN-18-000481	Greater Austin Transportation Company
SCOTTLAND UNDERWOOD v Greater Austin Transportation Company and Tarrant CRASH	Underwood, Scottland	201st Judicial District Court - Travis Co.	D-1-GN-18-001478	Greater Austin Transportation Company
BELL, Michelle v. YC of AUSTIN & SERATE SOLOMON	Bell, Michelle	459th Judicial District Court of Travis County	D-1-GN-19-003337	Greater Austin Transportation Company
Muluneh				
HAYNES, Donita, ET AL v Greater Austin Transportation Company & ADU, WAHAB	Thomas, Mack & Radrea,	98th Judicial District Court - Travis Co.	D-1-GN-19-005511	Greater Austin Transportation Company
QUINONES, Nicole v Greater Austin Transportation Company & KHAN, Sejal	Quinones, Nicole	250th Judicial District Court - Travis Co.	D-1-GN-19-006201	Greater Austin Transportation Company

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HERRERA, DEVON v Greater Austin Transportation Company & Kazuo Ishii	Herrera, Devon	250th Judicial District Court - Travis Co.	D-1-GN-19-007554	Greater Austin Transportation Company
IVE, Ronda v Greater Austin Transportation Company, ATX Yellow Cab LLC and CPS	IVE, Ronda	345th Judicial District Court	D-1-GN-20-000478	Greater Austin Transportation Company
PLCK-Lexus v Greater Austin Transportation Company and Sharma Alka Mohamed	Polk, Lexus	53rd Judicial District Court	D-1-GN-20-000594	Greater Austin Transportation Company
RODRIGUEZ, Alma Ranger v Mark Rodriguez	Rodriguez, Alma	53rd Judicial District Court	D-1-GN-20-CG0728	Greater Austin Transportation Company
v Greater Austin Transportation Company & Joelle Odon Chazali	Rodriguez, Alma	98th Judicial District Court	D-1-GN-20-002779	Greater Austin Transportation Company
WRIGHT, Tierra & SANCHEZ, Eleanor v Greater Austin Transportation Company & ELAMRANI, Hamid	Wright, Tierra	98th Judicial District Court	D-1-GN-20-002779	Greater Austin Transportation Company
GREIN, Renee v YC/DEVINE, Adriana & Greater Austin Transportation Company	Grein, Renee	53rd Judicial District Court	D-1-GN-20-003289	Greater Austin Transportation Company
PENALOA, Gerardo & SANCHEZ, Diana v Greater Austin Transportation Company & Jaffar Sandy Patnick	Penalosa, Gerardo Sanchez, Diana	250th Judicial District Court - Travis Co.	D-1-GN-20-003352	Greater Austin Transportation Company
MARTINEZ, Leslie & CHAVEZ, Samantha v Greater Austin Transportation Company & SOCANEGRÁ, Cárdenas, Juan Serr v Greater Austin Transportation Company & Berlky Woldgabriel	Martinez, Leslie Chavez, Samantha Cobrera, Juan	261st Judicial District Court	D-1-GN-20-003573	Greater Austin Transportation Company
MITCHELL, Samantha v Jarar	Mitchell, Samantha	250th Judicial District Court - Travis Co.	D-1-GN-20-0035740	Greater Austin Transportation Company
KUICHT, Kelley Kuska v Greater Austin Transportation Company & Kamran Shah	Kuicikt, Kelley Armstrong, James	Justice of Peace, Precinct 1, Travis County	J-1-CV-18-003612	Greater Austin Transportation Company
ARMSTRONG, James JOSEPH v Greater Austin Transportation Company d/b/a YC, BRYAN PROGRESSIVE County Mutual Insurance Company v PROGRESSIVE County Mutual Insurance Company	Armstrong, Joseph	Justice of Peace, Precinct 2, Travis County	J-2-CV-20-00412	Greater Austin Transportation Company
PROGRESSIVE County Mutual Insurance Company v PROGRESSIVE County Mutual Insurance Company	Progressive County Mutual Insurance Company	Z00th Judicial District Court - Harris Co.	No. D-1-GN-19-003107	Greater Austin Transportation Company
ELLIS, Lorita v Milton Birmingham and Greater Houston Transportation Company	Ellis, Lorita	55th Civil District Court - Harris County	2019-44657	Greater Houston Transportation Company
SANVEE, George Aukquette v. Hamid Berseved	Sanvee, George Aukquette	157th Civil District Court - Harris County	2019-1095	Greater Houston Transportation Company
ELLIS, Lorita v. Milton Birmingham and Greater Houston Transportation Company	Ellis, Lorita	355th Judicial District Court - Travis Co.	D-1-GN-18-000996	Greater Austin Transportation Company
JORDAN, Jonathan v. Mominul MIAH	Jordan, Jonathan	151st Civil District Court - Harris County	2017-24596	Greater Houston Transportation Company
ELLIS, Lorita v. Milton Birmingham and Greater Houston Transportation Company	Ellis, Lorita	157th Civil District Court - Harris County	2018-38421	Greater Houston Transportation Company
SANVEE, George Aukquette v. Hamid Berseved	Sanvee, George Aukquette	270th Civil District Court - Harris County	2017-75881	Greater Houston Transportation Company

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COURTIE, Ida v. Greater Houston Transportation Company and Esieu	COURTIE, Ida ~	157th Civil District Court - Harris County	2017-52401	Greater Houston Transportation Company
HuACK, Kimberly v Greater San Antonio Transportation Company & Waheed Khanrah	HuACK, Kimberly	224th Judicial District Court - Bexar Co.	2020CL02399	Greater San Antonio Transportation Company
MCDONALD, Patricia v. Greater San Antonio Transportation Company & Victims		438th Judicial District Court - Bexar Co.	2014CL19332	Greater San Antonio Transportation Company
GEICO County Mutual Insurance Company v. Greater Houston Transportation Company & Michael Ubani	Geico County Mutual Insurance Company	Justice Court, Harris County, Precinct 4, Phase 1	214100054818	Greater Houston Transportation Company
BRIDGES, Eleanor v Trafamichael Testrig	BRIDGES, Eleanor	1529th Civil District Court - Harris County	2018-50550	Greater Houston Transportation Company
USCUM, Alexis v Sihab Hassan Ismael	Uscum, Alexis	Harris Co. Court at Law No. 1	1128833	Greater Houston Transportation Company
THOMPSON, Jones v Tiffany Fitzgerald (7/27/2021)	Thompson, Jonas	Harris Co. Court at Law No. 1	1139623	Greater Houston Transportation Company

**Schedule 6.1(b) to Asset Purchase Agreement**

**Related Agreements**

- Asset Purchase Agreement, dated as of the even date of this Agreement, by and between WHC STX, LLC and Greater San Antonio Transportation Company
- Asset Purchase Agreement, dated as of the even date of this Agreement, by and between WHC HTX, LLC, Texas Taxi, Inc., Greater Houston Transportation Company, Fiesta Cab Company, Yellow Cab Paratransit Services, Inc., Eagle Executive Transportation Services, Inc., Eagle WAV, Inc., Hail A Cab App, Inc., and Cab Administrative Services, Inc.

Exhibit A to Asset Purchase Agreement

Bill of Sale

[Attached]

## BILL OF SALE

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Greater Austin Transportation Company, a Texas corporation (“Seller”), hereby grants, bargains, transfers, sells, assigns, conveys and delivers to WHC ATX, LLC, a Texas limited liability company (“Buyer”), all of Seller’s right, title and interest in and to the Purchased Assets as such term is defined in that certain Asset Purchase Agreement, dated as of [redacted], 2021 (the “Purchase Agreement”), by and between Seller and Buyer, to have and to hold the same unto Buyer, its successors and assigns, forever.

Seller agrees that the representations and warranties of Seller in Article III of the Purchase Agreement apply to this Bill of Sale.

This Bill of Sale will inure to the benefit of and will bind Seller and its successors and assigns.

IN WITNESS WHEREOF, THE UNDERSIGNED PARTIES HAVE DULY EXECUTED THIS BILL OF SALE AS OF [redacted], 2021.

**WHC ATX, LLC,**  
By: WHC Worldwide, LLC, as sole member

By: \_\_\_\_\_  
William M. George, as Managing Member

**GREATER AUSTIN TRANSPORTATION  
COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

Exhibit B to Asset Purchase Agreement

Assignment

[Attached]

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (“Agreement”) is made effective as of [REDACTED], 2021, between Greater Austin Transportation Company, a Texas corporation (“Assignor”), and WHC ATX, LLC, a Texas limited liability company (“Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of [REDACTED], 2021 (“Purchase Agreement”); and

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee all of Assignor’s right, title and interest in and to the Assumed Contracts set forth in the Purchase Agreement and Assignee desires to accept such assignment, transfer and conveyance, all pursuant to the terms and provisions hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby act and agree as follows:

1. Assignment and Assumption. Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee all of Assignor’s right, title and interest in and to Assumed Contracts, effective as of the Closing. Assignee hereby accepts the Assignment and assumes all duties, obligations and liabilities of Assignor arising under the Assumed Contracts from and after the Closing.

2. Miscellaneous. Capitalized terms used herein but not otherwise defined shall have the meaning assigned to such terms in the Purchase Agreement. This Agreement may be executed in counterparts. This Agreement shall be binding upon and inure to the benefit of the parties and their successors, legal representatives and permitted assigns. This Agreement shall be governed by the laws the State of Texas, without regard to the conflict of laws principles thereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or caused this Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

**WHC ATX, LLC,**  
By: WHC Worldwide, LLC, as sole member

By: \_\_\_\_\_  
William M. George, as Managing Member

## GREATER AUSTIN TRANSPORTATION COMPANY

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit C to Asset Purchase Agreement**

**Bill of Sale (Vehicles) with Silver Lining Motors, LLC**

[Attached]

**BILL OF SALE  
(VEHICLES)**

In consideration for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Greater Austin Transportation Company, a Texas corporation (“Seller”), hereby grants, bargains, transfers, sells, assigns, conveys and delivers to Silver Lining Motors, LLC, a Missouri limited liability company (“Buyer”), all of such Seller’s right, title and interest in and to the vehicles listed on Exhibit A to this Bill of Sale.

This Bill of Sale is being executed and delivered by the undersigned parties as a condition to and in connection with the closing of the Asset Purchase Agreement, dated [REDACTED], 2021, by and between Seller and WHC ATX, LLC (“Purchase Agreement”).

Seller agrees that the representations and warranties of Seller in Article III of the Purchase Agreement apply to this Bill of Sale, and the Purchase Agreement is incorporated herein for said purpose.

This Bill of Sale will inure to the benefit of and will bind the Seller and its successors and assigns.

**SILVER LINING MOTORS, LLC,**  
By: WHC Worldwide, LLC, as sole member

By: \_\_\_\_\_  
William M. George, as Managing Member

**GREATER AUSTIN TRANSPORTATION  
COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

Exhibit A to Bill of Sale (Vehicles)

Vehicle Year	Vehicle Make	Vehicle Model	VIN	Vehicle Plate Number	Odometer Current
2015	TOYOTA	SCION XB	JTLZE4FE0FJ068972	FPB3255	196034
2015	TOYOTA	SCION XB	JTLZE4FE3FJ073115	GPP7812	235477
2014	TOYOTA	SCION XB	JTLZE4FE3EJ062825	FFD6530	270474
2014	TOYOTA	SCION XB	JTLZE4FEXEJ065043	FJL7453	207280
2014	TOYOTA	SCION	JTLZE4FEXEJ057170	FJL7454	284627
2015	TOYOTA	SCION	JTLZE4FEXFJ074097	GPP7810	237432
2016	DODGE	VAN	2C4RDGBG4GR203214	MKW2670	217121
2014	TOYOTA	SCION XB	JTLZE4FE2EJ063299	FFD6526	206584
2015	TOYOTA	SCION XB	JTLZE4FE5FJ075996	HFH1297	242327
2015	TOYOTA	SCION XB	JTLZE4FE2FJ072795	GPP7807	152647
2015	TOYOTA	SCION XB	JTLZE4FE8FJ073577	GPP7813	258702
2014	FORD	TAURUS	1FAHP2E83EG167983	JYV6132	208342
2013	DODGE	W/C VAN	2C4RDGCG1DR580917	CWS3207	374455
2011	DODGE	VAN	2DN4RN4DG1BR605860	DN5P889	389802
2014	CHRYSLER	300	2C3CCAAG0EH288583	FYP8833	285183
2014	DODGE	VAN	2C4RDGCG0ER205389	GCX7865	300051
2014	Toyota	Scion XB	JTLZE4FE2EJ063058	FJL7456	274703
2015	Toyota	Scion XB	JTLZE4FE1FJ069175	FPB3261	256097
2014	Dodge	w/c van	2C4RDGCG5ER209485	1NJGJ	261985
2010	LINCOLN	TOWN CAR	2LNBL8CVXAX613201	GZB2216	332925
2011	LINCOLN	TOWN CAR	2LNBL8CV3BX765225	FYP8834	283171
2016	DODGE	VAN	2C4RDGBG9GR243370	MKW2669	220050
2013	TOYOTA	SCION	JTLZE4FE4DJ048589	DCG9345	289929
2011	FORD	CROWN VIC	2FABP7BV1BX173039	GKY7744	241130
2013	CHRYSLER	300	2C3CCAAGXDH544632	LXF0650	253364
2013	TOYOTA	SCION XB	JTLZE4FE2DJ036554	CHY8665	258359
2013	TOYOTA	SCION	JTLZE4FE9DJ047941	DCG9348	246547
2013	TOYOTA	PRIUS	JTDKN3DU9D5687996	NKY6439	335528
2013	CHRYSLER	300	2C3CCAAG9DH534013	CRF3778	295271
2015	TOYOTA	SCION XB	JTLZE4FE0FJ068728	FPB3262	183531
2014	DODGE	VAN	2C4RDGCG7ER155591	DZH6644	227114
2014	CHRYSLER	300	2C3CCAAG9EH127925	FBF6850	315246

2014	CHRYSLER	300	2C3CCAAG8EH127513	FBF8552	264394
2014	TOYOTA	PRIUS	JTDKN3DU3E1736814	LRH3823	274401
2014	DODGE	VAN	2C4RDGCG3ER427473	HGD7201	252330
2014	TOYOTA	SCION	JTLZE4FE8EJ063386	FFD6529	326306
2013	DODGE	CHARGER	2C3CDXBG7DH603263	GCX7931	218327
2013	DODGE	VAN	2C4RDGBG9DR668051	LLL6952	183000
2016	CHEVROLE T	IMPALA	2G1WC5E3XG1176384	KTR2782	158811
2013	DODGE	VAN	2C4RDGBG9DR680720	LDH4843	208720
2014	DODGE	VAN	2C4RDGCG6ER155095	FLV6129	248387
2013	DODGE	VAN	2C4RDGCG5DR726736	LHY0905	260653
2014	DODGE	VAN	2C4RDGCGXER267401	DYZ0003	213188
2016	DODGE	VAN	2C4RDGBG1GR218043	MKW2671	241327
2013	TOYOTA	VAN	5TDKK3DC5DS335220	KBX8636	450008
2015	TOYOTA	SCION XB	JTLZE4FE2FJ075602	HFH1296	259505

**Exhibit D to Asset Purchase Agreement**

**Lease Agreement**

[Attached]

## LEASE

This Lease Agreement (“**Lease**”) is made and entered into as of [\_\_\_\_], 2021 (“**Commencement Date**”), by and between Notre Capital Properties, L.P.s (“**Landlord**”), and WHC ATX, LLC, a Texas limited liability company (“**Tenant**”).

## RECITALS

WHEREAS, Landlord desires to lease the Leased Premises (as defined below) to Tenant, and Tenant desires to lease the same from Landlord, on the terms and conditions set forth in this Lease.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

## ARTICLE I - LEASED PREMISES; PURPOSE

**1.1    Leased Premises.** Upon the terms and conditions herein, Landlord hereby leases to Tenant approximately 9,085 square feet of space (“**Leased Premises**”) within an approximately [19,200] square foot building (“**Building**”), located at [\_\_\_\_], Suite [\_\_\_\_], as further described in Exhibit “A” hereto (“**Property**”), as further depicted on Exhibit “B” attached hereto. As used herein, Leased Premises shall also include (1) such non-exclusive rights-of-way, easements and similar rights with respect to the Building and Property as may be reasonably necessary for access to and egress from the Leased Premises, including all common areas thereof, and (2) 25 parking stalls suitable for vehicular parking.

**1.2    No New Improvements.** Tenant will take possession of the Leased Premises on the Commencement Date in its “AS IS” condition.

**1.3    Use; Access.** Tenant may use the Leased Premises solely for the purpose of the operation of a taxi cab and any other use reasonably incidental thereto. Tenant, and its employees, agents, contractors, patients, and invitees, will have access to the Leased Premises 24 hours per day, 7 days per week.

## ARTICLE II – TERM

**2.1    Term.** The term of this Lease will be for thirty six (36) months, commencing on the Commencement Date (“**Term**”) unless said term shall be sooner terminated as provided herein.

**2.2    Renewal Options.** Provided Tenant is not then in default of any of the terms and provisions of this Lease beyond any applicable notice and cure periods, Tenant shall have the option (the “**Renewal Option**”) to renew this Lease for two (2) consecutive terms of one (1) year after the initial Term of this Lease (“**Renewal Term**”) upon the same terms and conditions as the initial Term of this Lease, except that the monthly Rent for Renewal Term shall be mutually agreed upon by Landlord and Tenant; provided that the Rent will be increased by [\_\_\_\_]% at the beginning

of each Renewal Term. In order to exercise a Renewal Option, Tenant must advise Landlord in writing of its desire to renew no later than six (6) calendar months prior to the end of the Term.

### ARTICLE III – RENT; OPERATING EXPENSES

**3.1    Rent.** Subject to any adjustments to the Term as set forth in Article II, Tenant shall pay to Landlord \$[\_\_\_\_] per month (“**Base Rent**”).

**3.2    Late Charge.** If Tenant fails to pay Rent within 15 days after due, the amount unpaid will be subject to (i) a late payment charge, as Additional Rent, of 5% of the amount unpaid, to cover Landlord’s additional administrative costs; provided, the first two (2) times in any lease year that Tenant fails to pay Rent on or before the date it was due, Tenant shall not be required to pay such late payment charge if Tenant pays the unpaid amount within five (5) business days after Landlord delivers written notice of such failure, and (ii) interest on all such unpaid sums (other than the late payment charge), which interest shall commence accruing on the payment due date at a per annum rate equal to 7%.

**3.3    Operating Expenses.** It is the intent of both parties that, except as otherwise expressly provided herein, the Base Rent herein specified shall be net to the Landlord throughout the Term. Therefore, except as otherwise expressly provided herein, Tenant’s shall pay all reasonable, necessary, and actual operating, maintenance, and repair costs for the Leased Premises that arise during the Term, as well as Tenant’s Proportionate Share (as defined below) of the costs of repair and maintenance of the Building and common areas except for those items excluded below (all such costs, “**Operating Expenses**”). As used herein, “**Tenant’s Proportionate Share**” means [\_\_\_\_]%, calculated by dividing the square footage of the Leased Premises by the total square footage of the Building. Tenant agrees to pay the same to Landlord as “**Additional Rent**” (with Base Rent and Additional Rent herein collectively referred to as “**Rent**”), unless they are paid directly by Tenant. Notwithstanding the foregoing, Operating Expenses shall not include any of the following:

- (a) Any capital expenditures (including, without limitation, expenditures related to the repair and maintenance of the structural components of the Building, the roof, the foundation, and exterior walls);
- (b) The costs of repairs, if and to the extent that any such costs is actually reimbursed by the insurance carried by Landlord or subject to award under any eminent domain proceeding;
- (c) Depreciation, amortization, and interest payments, or principal and interest on indebtedness or any cost of financing or refinancing the Building or the Property;
- (d) Costs associated with operating the entity which constitutes Landlord (as the same are distinguished from the costs of operation of the Building or the Property), such as compensation paid to officers or executives of Landlord, management fees, and fees paid for accounting and legal matters for such entity;

- (e) Costs, including attorneys' fees and settlement judgments and/or payments in lieu thereof, arising from actual or potential claims, disputes, litigation or arbitration pertaining to Landlord, Building and/or the Property;
- (f) Costs of repairs which would have been covered by casualty insurance but for Landlord's failure to maintain casualty insurance to cover the replacement value of the Building or the Property as required by this Lease;
- (g) Costs of bringing the Building or the Property into compliance with law;
- (h) Any other costs, expenses or obligations specifically assumed by Landlord under this Lease;
- (i) Costs to repair any damage to the Building or the Property arising from the intentional act or omission or negligence of Landlord;
- (j) Tax penalties and interest or fees thereon;
- (k) Any property management fees; and
- (l) Reserves for any Operating Expenses not permitted under this Section or for bad debts, future repairs, improvements, additions or any expenditures that would be incurred subsequent to the current lease year.

**3.4 Utilities and Other Services.** Landlord represents and warrants that, as of the Commencement Date, the Leased Premises are supplied with all utilities necessary and customary for the operation of an automobile showroom, and Landlord agrees to make all such utilities available for use by Tenant during the Term, provided that Tenant shall pay the cost of using all such utilities used within the Leased Premises.

**3.5 Taxes.** Tenant shall pay Landlord Tenant's Proportionate Share of all taxes, assessments, charges, and fees which during the Term hereof may be imposed, assessed or levied by any governmental or public authority against or upon the Property (collectively, "Taxes").

**3.6 Audit.** Tenant, at its expense, shall have the right, no more frequently than once per calendar year, upon written notice to Landlord, to cause independent certified public accountant to audit Landlord's books and records relating to Operating Expenses. Tenant shall pay all audit costs and fees. Any audit conducted by Tenant must be conducted by an independent accounting firm that is compensated on an hourly or fixed fee basis, and not on a contingency or success fee basis. Landlord shall promptly refund to Tenant any overpayment of Operating Expenses identified by such audit, and Tenant shall promptly pay to Landlord any underpayment of Operating Expenses identified by such audit. In the event an audit reveals that Operating Expenses were overstated by Landlord by more than ten percent (10%), Landlord shall reimburse Tenant for the reasonable costs of such audit.

#### IV. MAINTENANCE AND REPAIRS; ALTERATIONS; SIGNAGE

**4.1 Maintenance and Repair by Tenant.** During the Term, Tenant, at its own cost and expense, shall maintain and repair all interior parts of the Leased Premises and keep them in good working order, subject to ordinary wear and tear. However, Tenant will not be obligated to pay for those items specifically excluded from Operating Expenses. If Tenant incurs any cost in maintaining or repairing such items specifically excluded from Operating Expenses, Tenant may deduct the cost of such repair from the Rent next due. Tenant's work, repairs and replacements shall be performed and installed free and clear of liens and encumbrances.

**4.2 Maintenance and Repair by Landlord.** During the Term, Landlord, at its own cost and expense, shall maintain, repair and, if necessary, replace, the structural components of the Building, roof, exterior walls, and foundations. Tenant shall promptly give Landlord written notice of any required repairs to any such items that Landlord is required to repair under this Section, and Landlord shall promptly repair the same. However, in the event Landlord fails to commence repair of any such matters within 10 days after delivery of notice to Landlord, Tenant may arrange for the repair and deduct the cost of such repair, plus 7%, from the Rent next due.

**4.3 Alterations.** Tenant may make such alterations, additions, improvements, or any other changes to the Leased Premises without the consent of the Landlord as long as (i) such alterations, additions, improvements, or changes involve no more than \$50,000 in any 12-month period, and are nonstructural in nature, and (ii) Tenant gives notice thereof to Landlord. All other means alterations, additions, improvements, or changes require the prior written consent of the Landlord which shall not be unreasonably withheld, delayed, or conditioned. Tenant shall present to the Landlord plans and specifications for such work at the time any required consent is sought. All such work shall be done in a good and workmanlike manner and diligently prosecuted to completion. Any alterations, additions, or improvements to or of the Leased Premises, including, but not limited to, wall covering, paneling, and built-in cabinet work (but excepting movable furniture, equipment, trade fixtures and other personal property of Tenant that can be removed without damage to the Building, any of which may be removed by Tenant at any time), shall at the expiration of the Term become a part of the realty and shall be surrendered with the Leased Premises. Tenant shall have the right to install on the Leased Premises such equipment, trade fixtures, and personal property as is reasonably necessary for Tenant to conduct its business.

**4.4 Signs.** Tenant may place and display, with the consent of Landlord, any signs, awnings, and canopies on the Building or otherwise within the Leased Premises as long as they comply with all applicable laws and regulations.

#### V. ASSIGNMENT AND SUBLICENSES

**5.1 Assignment and Subleases.** Except for Permitted Transfers (as defined below), Tenant may not assign, encumber or transfer this Lease or any interest therein, and shall not sublet the Leased Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (except for Tenant's employees, agents, servants, and invitees, and sublessees and assignees as expressly permitted under this Lease) to occupy or use the Leased Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent may not be

unreasonably withheld, delayed, or conditioned. The giving of consent in one instance shall not preclude the need for Tenant to obtain Landlord's consent to further transfers.

**5.2    Permitted Transfers.** Notwithstanding the foregoing, Tenant may, without the consent of Landlord, assign its entire interest under this Lease to its Affiliate (defined below) or to a successor to Tenant by purchase, merger, consolidation or reorganization, provided that all of the following conditions are satisfied in Landlord's reasonable discretion (a "Permitted Transfer"): (a) no uncured event of default exists under this Lease; (b) in the event of a successor to Tenant by purchase, merger, consolidation or reorganization, Tenant's successor shall own all or substantially all of the assets of Tenant; (c) in the event of a successor to Tenant by purchase, merger, consolidation or reorganization, Tenant's successor shall have a net worth which is at least equal to Tenant's net worth as of the day prior to the proposed purchase, merger, consolidation or reorganization; (d) such Affiliate or Tenant successor is not on OFAC list; and (e) Tenant shall give Landlord written notice of the Permitted Transfer, along with all applicable documentation and other information necessary for Landlord to determine that the requirements of this Section have been satisfied. As used herein, "**Affiliate**" means a person or an entity, which directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with Tenant; and the term "control" means the right and power, direct or indirect, to direct or cause the direction of the management and policies of a person or business entity, corporation or otherwise.

## VII. INSURANCE; INDEMNITY

**7.1    Tenant's Insurance.** Tenant shall, at Tenant's expense, obtain and keep in force during the Term a policy of Commercial General Liability Insurance with Broad Form General Liability Endorsement, or equivalent, in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, of bodily injury and property damage combined, and shall insure Tenant with Landlord as an additional insured against liability arising out of the use, occupancy or maintenance of the Leased Premises. In addition, Tenant shall, at Tenant's expense, obtain and keep in force during the Term for the benefit of Tenant, fire and extended coverage insurance in an amount sufficient to cover the full replacement cost, as the same may exist from time to time, of all of Tenant's personal property, fixtures, equipment, and Tenant's improvements to the Leased Premises.

**7.2    Waiver of Subrogation.** Landlord and Tenant intend that their respective property loss risks shall be borne by reasonable insurance carriers to the extent above provided, and Landlord and Tenant hereby agree to look solely to, and seek recovery only from, their respective insurance carriers in the event of a property loss to the extent that such coverage is agreed to be provided hereunder. Notwithstanding anything to the contrary, the parties each hereby waive all rights and claims against each other for such losses, and waive all rights of subrogation of their respective insurers, provided such waiver of subrogation shall not affect the right to the insured to recover thereunder. The parties agree that their respective insurance policies are now, or shall be, endorsed such that the waiver of subrogation shall not affect the right of the insured to recover thereunder.

**7.3 Indemnity.** Each party shall indemnify and save harmless the other party against and from all costs, fees, interests, charges, reimbursements, obligations, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims, and demands of every kind or nature, including reasonable counsel fees, by or on behalf of any person, party, or governmental authority whatsoever arising out of any breach of this Agreement, unless such matter arises out of the negligence or willful misconduct of the other party, its agents, contractors, or employees

## VIII. CASUALTY

**8.1 Casualty – Landlord Obligation.** During the Term, if the Leased Premises shall be damaged or destroyed by fire or other casualty (“**Casualty**”), then, unless the Lease is terminated as provided in this Section 8, Landlord shall repair and restore the Leased Premises to substantially the same condition of the Leased Premises immediately prior to such Casualty, provided Landlord’s obligation is limited to the extent of the insurance proceeds received by Landlord. Landlord shall have no obligation to repair and restore Tenant’s trade fixtures, decorations, signs, or contents to the Leased Premises or any personal property of Tenant.

**8.2 Casualty – Tenant Obligation.** During the Term, if Tenant’s personal property shall be damaged or destroyed by Casualty, then, unless the Lease is terminated as provided in this Section 8, Tenant shall repair and restore the same to substantially the same condition immediately prior to such Casualty, provided the Casualty is insured under Tenant’s insurance policies, and Tenant’s obligation is limited to the extent of the insurance proceeds received by Tenant.

**8.3 Option to Terminate.** Landlord and Tenant shall each have the option of terminating the Lease following the Casualty if: (i) the Leased Premises is rendered or would be rendered wholly untenantable for a period in excess of 6 months; (ii) the Leased Premises is damaged in whole or in Significant Part (as defined below) as a result of a risk which is not covered by Landlord’s insurance policies; (iii) Landlord’s lender does not permit a sufficient amount of the insurance proceeds to be used for restoration purposes; (iv) the Leased Premises is damaged in whole or in Significant Part during the last 2 years of the Term (provided that if Tenant duly exercises its Renewal Option, then Landlord will be obligated to repair and restore pursuant to this Article). If Landlord or Tenant elects to terminate this Lease, then it shall give notice of the cancellation to the other party within 60 days after the date of the Casualty. Tenant shall also have the option of terminating the Lease if: (i) Landlord has failed to substantially restore the damaged Leased Premises within 12 months of the Casualty, subject to the provisions of Section 8.8 (“**Restoration Period**”); and (ii) Tenant gives Landlord notice of the termination after the end of the Restoration Period and the Leased Premises are not restored at the time that Tenant gives Landlord such notice. As used herein, “**Significant Part**” means if the Leased Premises are damaged or destroyed by Casualty to the extent of 50% or more of the then-monetary value thereof.

**8.4 Insurance Proceeds.** Landlord and Tenant shall cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of, any insurance proceeds that may be due in the event of any loss, and each party will execute, acknowledge and deliver to the other such instruments as may be required to facilitate the recovery of any insurance proceeds.

**8.5 Notice.** Tenant shall give prompt notice to Landlord of all fires and other occurrences in, on or about the Leased Premises which result in any death or in any damage or destruction to the Leased Premises or any part thereof costing in excess of \$100,000.

## IX. CONDEMNATION

**9.1 Total Condemnation.** If the whole of the Leased Premises shall be acquired or taken by condemnation proceeding, then this Lease shall cease and terminate as of the date of title vesting in such proceeding. If this Lease is terminated as provided in this Section, rent shall be paid up to the day that possession is so taken by public authority and Landlord shall make an equitable refund of any rent paid by Tenant in advance.

**9.2 Partial Condemnation.** If any part of the Leased Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for Tenant's operations, then this Lease shall cease and terminate as aforesaid. If such partial taking is not extensive enough to render the Leased Premises unsuitable for Tenant's operations, as reasonably determined by Tenant, then this Lease shall continue in effect except that the Base Rent and Additional Rent shall be reduced in the same proportion that the portion of the Leased Premises taken bears to the total area initially demised, and Landlord shall, upon receipt of the award in condemnation, make all necessary repairs or alterations to the Building in which the Leased Premises are located, provided that Landlord shall not be required to expend for such work an amount in excess of the amount received by Landlord as damages for the part of the Leased Premises so taken. "**Amount received by Landlord**" shall mean that part of the award in condemnation which is free and clear to Landlord of any collection by mortgage lenders for the value of the diminished fee.

**9.3 Landlord's or Tenant's Option to Terminate.** If more than 50% of the Building or the Property shall be taken as aforesaid, Landlord or Tenant may, by written notice to the other party within 30 days of such taking, terminate this Lease. If this Lease is terminated as provided in this Section, rent shall be paid up to the day that possession is so taken by public authority and Landlord shall make an equitable refund of any rent paid by Tenant in advance.

**9.4 Award.** The Landlord shall be entitled to all proceeds of any taking; provided, however, that this provision shall not prohibit Tenant from prosecuting by separate action against the condemning authority any claim it may have for business damages, provided that the prosecution of such claim by Tenant does not reduce the award to Landlord.

**9.5 Definition.** As used in this Article, the term "**condemnation proceeding**" means any action or proceeding in which any interest in the Leased Premises is taken for any public or quasi-public purpose by any lawful authority through exercise of eminent domain or right of condemnation or by purchase or otherwise in lieu thereof.

## X. FINANCING; SUBORDINATION

**10.1 Subordination.** Tenant's rights under this Lease are subordinate to Landlord's mortgagee who has a mortgage or deed of trust interest in the Property, provided that so long as Tenant continues to perform all of its obligations under this Lease, its tenancy shall remain in full

force and effect notwithstanding Landlord's default in connection therewith. To the fullest extent allowed by applicable law, the foregoing subordination is self-operative and no further interest of subordination is required. Upon request by Tenant, Landlord agrees to cause its existing mortgagee to execute a customary and reasonable subordination, non-disturbance and attornment agreement with respect to this Lease. At Landlord's request, Tenant will, without charge, execute, acknowledge and deliver to Landlord (or, at Landlord's request) a similar subordination, non-disturbance and attornment agreement for any future mortgagee of Landlord. In no event will the Tenant be required to guarantee or be obligated on such mortgage or lien.

**10.2 Attornment.** Any sale, assignment, or transfer of Landlord's interest under this Lease or in the Leased Premises including any such disposition resulting from Landlord's default under a mortgage, shall be subject to this Lease and also Tenant shall attorn to Landlord's successor and assigns and shall recognize such successor or assigns as Landlord under this Lease, regardless of any rule of law to the contrary or absence of privity of contract.

## XI. EVENTS OF DEFAULT; REMEDIES

**11.1 Default by Tenant.** Upon the occurrence of any of the following "Events of Default", Landlord shall have the remedies set forth in Section 11.2:

- (a) Tenant fails to pay any installment of Base Rent or Additional Rent or any other sum due hereunder, within 10 days after Tenant receives written notice of sums due.
- (b) Tenant fails to perform any other obligation under this Lease within 30 days after written notice of such default shall have been given to Tenant by Landlord or, if cure would reasonably require more than 30 days to complete, if Tenant fails to commence performance within the 30-day period or fails diligently and continuously to pursue such cure to completion.
- (c) Tenant shall become bankrupt or insolvent or file any debtor proceedings or have taken against such party in any court pursuant to state or federal statute, a petition in bankruptcy or insolvency, reorganization, or appointment of a receiver or trustee; or Tenant petitions for or enters into an arrangement; or suffers this Lease to be taken under a writ of execution; or Tenant makes a transfer in fraud of creditors or an assignment for the benefit of credits; or there shall be a receiver or trustee appointed for the Leased Premises or for all or substantially all of the assets of Tenant.

**11.2 Remedies.** In the event of the occurrence of any of the Events of Default described in Section 11.1, Landlord, at its election, may exercise one or more of the following options, the exercise of any of which shall not be deemed to preclude the exercise of any others herein listed or otherwise provided by statute or general law at the same time or at subsequent times or actions:

- (a) Terminate this Lease by giving Tenant written notice of termination, in which event this Lease shall terminate on the date specified in such notice and all rights of Tenant under this Lease shall expire and terminate as of such date, Tenant shall remain liable for all obligations under this Lease up to the date of such termination and Tenant shall surrender the Leased Premises to Landlord on the date specified in such notice; and

if Tenant fails to so surrender, Landlord shall have the right, without notice, to enter upon and take possession of the Leased Premises and to expel and remove Tenant and its effects without being liable for prosecution or any claim of damages therefor;

(b) Terminate this Lease as provided in the immediately preceding subsection and recover from Tenant, all damages Landlord may incur by reason of Tenant's Event of Default, including without limitation, the then present value (discounted at a rate equal to the then issued treasury bill having a maturity approximately equal to the remaining Term of this Lease had such Event of Default not occurred) of (i) the total Rent which would have been payable hereunder by Tenant for the period beginning with the day following the date of such termination and ending with the expiration date of the Term as originally scheduled hereunder, minus (ii) the aggregate reasonable rental value of the Leased Premises for the same period (taking into account all relevant factors including, without limitation, the length of the remaining Term, the then current market conditions in the general area, the likelihood of reletting for a period equal to the remainder of the Term, net effective rates then being obtained by landlords for similar type space in similar buildings in the general area, vacancy levels in the general area, current levels of new construction in the general area and how that would affect vacancy and rental rates during the period equal to the remainder of the Term and inflation), plus (iii) the costs of recovering the Leased Premises, and all other reasonable expenses incurred by Landlord due to Tenant's Events of Default, including, without limitation, reasonable attorneys' fees, plus (iv) the unpaid Rent earned as of the date of termination, plus interest at the lesser of 12% and the maximum rate permitted by law ("**Default Rate**"), all of which sum shall be immediately due and payable by Tenant to Landlord;

(c) Without terminating this Lease, and without notice to Tenant, Landlord may in its own name, but as agent for Tenant enter into and take possession of the Leased Premises and re-let the Leased Premises, or any portion thereof, as agent of Tenant, upon any terms and conditions as Landlord may deem necessary or desirable. Landlord shall have no obligation to attempt to re-let the Leased Premises or any part thereof except to the extent required by applicable law. Upon any such re-letting, all rentals received by Landlord from such re-letting shall be applied first to the costs incurred by Landlord in accomplishing any such re-letting, and thereafter shall be applied to the Rent owed by Tenant to Landlord during the remainder of the Term of this Lease and Tenant shall pay any deficiency between the remaining Rent due hereunder and the amount received by such re-letting as and when due hereunder;

(d) allow the Leased Premises to remain unoccupied, so long as Landlord satisfies any duty established by applicable law to mitigate its damages, and collect Rent from Tenant as it becomes due; or

(e) pursue such other remedies as are available at law or in equity.

## XII. PROVISIONS APPLICABLE AT TERMINATION OF LEASE

**12.1 Surrender of Leased Premises.** Upon the expiration of this Lease, Tenant will surrender the Leased Premises in the same condition as they existed as of the Commencement Date, subject to ordinary wear and tear. Before surrendering the Leased Premises, Tenant shall remove all of its personal property and trade fixtures and such property or the removal thereof shall in no way damage the Leased Premises, and Tenant shall be responsible for all costs, expenses and damages incurred in the removal thereof.

**12.2 Holding Over.** In the event that Tenant remains in possession of the Leased Premises after the expiration of this Lease without the written permission of Landlord, and without the execution of a new lease, Tenant shall be deemed occupying the Leased Premises as a tenant at sufferance only, at a rental rate equal to (i) during the first 6 months of the holdover period, 125% of the Base Rent in effect upon the date of such expiration, and (ii) 150% of the Base Rent in effect upon the date of such expiration thereafter, together with the Additional Rent, subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to such tenancy. Acceptance by Landlord of Base Rent or Additional Rent after such expiration shall not constitute a renewal of this Lease or permit Tenant to continue such holdover. The foregoing provisions of the Section are in addition to and do not affect Landlord's right of re-entry or any rights of Landlord hereunder or as otherwise provided by law. If Tenant fails to surrender the Leased Premises upon the expiration of this Lease despite demand to do so by Landlord, Tenant shall indemnify and hold Landlord harmless from all loss or liability, including, without limitation, any claim made by any succeeding tenant founded on or resulting from such failure to surrender.

## XIII. ATTORNEYS' FEES

If either party institutes a suit against the other for violation of or to enforce any covenant or condition of this Lease, or if either party intervenes in any suit in which the other is a party to enforce or protect its interest in or rights under this Lease, then the Prevailing Party shall be entitled to all of its costs and expenses, including reasonable attorneys' fees. The term "**Prevailing Party**" means the party, either Landlord or Tenant, that establishes a breach of this Lease by the other party or otherwise establishes liability of the other party for wrongful conduct, regardless of whether actual damages are awarded. In the case where both parties prevail on different claims, the Prevailing Party shall be the party that is awarded the greater amount of damages..

## XIV. ESTOPPEL CERTIFICATE

Tenant shall, within 30 days after Landlord's request, execute and deliver to Landlord a written certification (a) ratifying this Lease; (b) certifying whether or not this Lease is in full force and effect and whether or not it has been assigned, modified, supplemented or amended, except by such writing as shall be stated; (c) if all conditions under this Lease to be performed by Landlord have been satisfied or, if not, the manner in which they have not been satisfied; (d) that there are no defenses or offsets against the enforcement of this Lease by the Landlord, or stating those claimed by Tenant; (e) the amount of advance Rent, if any, (or none if such is the case) paid by Tenant; and (f) the date to which rental has been paid. Within 15 days after the request of Tenant, Landlord shall deliver a similar certificate in favor of Tenant.

## XV. MISCELLANEOUS PROVISIONS

**15.1 No Partnership.** Landlord does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Tenant in the conduct of its business or otherwise.

**15.2 Force Majeure.** Landlord and Tenant shall be excused for the period of any delay in the performance of any obligations hereunder (except for the payment of money) when prevented from so doing by cause or causes reasonably beyond such performing party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or service not related to such party's negligence, acts of God, or inclement weather.

**15.3 No Waiver.** Failure of either party to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by the waiving party.

**15.4 Notice.** Any notice required or desired to be given to a party hereto shall be valid and sufficient if in writing and addressed to the addresses listed below and delivered by personal delivery or overnight delivery or mailed by United States registered or certified mail, with postage and charges prepaid thereon. Any notice shall be deemed to have been given on the day delivered if personally delivered, the day after sending if delivered by overnight delivery, or 3 days after mailing (or the date of first refusal if earlier) if sent by registered or certified mail. Landlord or Tenant may designate the place to which notices shall be given and addressed by giving at least 15 days' prior written notice to the other party, such notice to be given in accordance with the foregoing provisions of this Section. The initial address for each party shall be as follows:

As to Landlord:

Notre Capital Properties, L.P.

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As to Tenant:

WHC ATX, LLC  
c/o WHC Worldwide, LLC  
1300 Lydia Ave.  
Kansas City, MO 64106

**15.5 Captions; Attachments; Defined Terms.** The captions to the Section of this Lease are for convenience of reference only and shall not be deemed relevant in resolving questions of construction or interpretation under this Lease. Exhibits referred to in this Lease, and any addendums and schedules attached to this Lease and initialed by the parties shall be deemed to be incorporated in this Lease as though part hereof.

**15.6 Partial Invalidity.** If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application

of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

**15.7 Broker's Commissions.** Each party represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with this Lease and agrees to indemnify the other party against and hold it harmless from all liabilities arising from such claim, including any attorneys' fees connected therewith.

**15.8 Use of Pronouns.** The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporation. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

**15.9 Provisions Binding, Etc.** Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representative, heirs, successors, and assigns. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one Tenant, they shall all be bound, jointly and severally, by such provisions.

**15.10 Entire Agreement, Etc.** This Lease and the Exhibits, Riders, and/or any Addenda, if any, attached hereto, constitute the entire agreement between the parties, and supersede all prior agreements, written or oral, between the parties. All Exhibits, Riders, and/or Addenda mentioned in this Lease are incorporated herein by reference. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed. Submission of this Lease for examination does not constitute an option for the Leased Premises and becomes effective as a lease only upon execution and delivery thereof by Landlord to Tenant. If any provision contained in Rider or Addenda is inconsistent with a provision in the body of this Lease, the provision contained in said Rider or Addenda shall control. The captions and Section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of any Section or Paragraph.

**15.11 Choice of Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Texas.

**15.12 Waiver of Jury Trial.** THE PARTIES HERETO SHALL, AND THEY HEREBY DO, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, FOR THEMSELVES, THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE, THE LEASED PREMISES, ACTIONS OF ANY PARTY, AND/OR CLAIM OF INJURY OR DAMAGE. THIS

PROVISION IS A MATERIAL INDUCEMENT TO THE PARTIES ENTERING INTO THIS LEASE.

**15.13 Counterparts.** This Lease may be executed in counterparts, each of which constitutes an original and all of which taken together shall constitute one agreement.

**15.14 Condition Precedent.** Notwithstanding anything herein to the contrary, this Lease will be conditioned on, and will not become effective until and unless, the transactions contemplated under the Asset Purchase Agreement, by and between Tenant, as purchaser, and various sellers, subject to the jointly administered bankruptcy Case Nos. 21-60064, 21-60065, 21-60066, 21-60067, and 21-60069 under Chapter 11 of Title 11 of the United States Code, as amended and the rules and regulations promulgated thereunder, in the United States Bankruptcy Court for the Southern District of Texas, are fully closed and consummated.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this instrument as of the date first above written.

**“Landlord”**

**NOTRE CAPITAL PROPERTIES, L.P.**

By: \_\_\_\_\_

Name:

Title:

**“Tenant”**

**WHC ATX, LLC**

By: WHC Worldwide, LLC, as sole member

By: \_\_\_\_\_  
William M. George, Managing Member

**Exhibit "A"**

**Description of Property**

Exhibit "B"

Depiction of Leased Premises

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (“Agreement”) is dated as of [REDACTED], 2021, by and among WHC STX, LLC, a Texas limited liability company (“Buyer”), and Greater San Antonio Transportation Company, a Texas corporation (“Seller”). Seller and Buyer are sometimes referred to collectively herein as the “Parties.”

### RECITALS

**WHEREAS**, Seller operates a taxicab business in the San Antonio, Texas area, using the trade names Yellow Cab, Fiesta Cab, Taxis Fiesta, and United Cab (the “Business”);

**WHEREAS**, Seller is currently a debtor-in-possession in the jointly administered bankruptcy cases, Case Nos. 21-60064, 21-60065, 21-60066, 21-60067, and 21-60069 (the “Bankruptcy Proceeding”), under Chapter 11 of Title 11 of the United States Code, as amended and the rules and regulations promulgated thereunder (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”); and

**WHEREAS**, the Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, certain core assets and properties of the Business, on the terms and subject to the conditions set forth in this Agreement and in accordance with Sections 363(f) and 365 of the Bankruptcy Code.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I PURCHASE AND SALE

**Section 1.1 Purchase and Sale of Assets.** Subject to the terms and conditions set forth herein, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller’s right, title and interest in the assets used in the Business, including, but not limited to, the following (collectively, “Purchased Assets”), free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance (“Encumbrance”):

(a) All vehicles owned by Seller and as identified on the bill of sale, attached hereto as Exhibit C (“Vehicles”);

(b) all machinery, equipment, tools, furniture, office equipment, dispatch equipment, computer hardware, installed vehicle equipment, supplies, materials, inventory, and other items of tangible personal property used in the Business of every kind owned or leased by Seller (wherever located and whether or not carried on the books of the Seller), together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto (“Tangible Personal Property”), including without limitation such Tangible Personal Property listed on Schedule 1.1(a) attached hereto;

*Ex. 3*

(c) all rights and interests of Seller in the Assumed Contracts (as defined in Section 3.5);

(d) all approvals, consents, licenses, registrations, or permits issued, granted, given or otherwise made available by or under the authority of any governmental body or pursuant to any applicable federal, state, local, municipal, or other law, ordinance, code, regulation, or statute (“Legal Requirements”) relating to the Business and all pending applications therefor or renewals thereof (“Governmental Authorizations”), in each case to the extent transferable to Buyer;

(e) copies of all information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form (“Records”) related to the operations of the Business, including client and customer lists, referral sources, production reports, service and warranty Records, logs, operating guides and manuals, and, subject to applicable Legal Requirements, copies of all personnel Records of Employees (as defined herein); and

(f) All intellectual property owned by Seller, including without limitation telephone and fax numbers and related listings, domain names, URLs, trademarks and trade names used solely in the operation of the Business, including those described in Schedule 1.1(e) attached hereto.

**Section 1.2 Excluded Assets.** Notwithstanding the foregoing, the Purchased Assets shall not include the Seller’s cash, cash equivalents, and accounts receivable for periods prior to Closing (the “Excluded Assets”).

**Section 1.3 No Assumption of Liabilities.** Other than liabilities for (i) Driver Deposits (as defined below) and (ii) Seller’s obligations under the Assumed Contracts for periods after the Closing, Buyer shall not assume any liabilities or obligations of Seller of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created. As used herein, “Driver Deposits” mean Seller’s driver deposits at the Closing, net of any amount owed by the drivers at the Closing; provided, however, that the aggregate Driver Deposits to be assumed by Buyer under this Agreement and under all Related Agreements (as defined in Section 6.1(b)) shall not exceed \$350,000.

#### **Section 1.4 Purchase Price.**

(a) The aggregate purchase price (“Purchase Price”) for the Purchased Assets for Seller will consist of (i) “Closing Purchase Price” (as defined below), which will be payable at Closing by wire transfer of immediately available funds in accordance with wire instructions as provided by Seller, (ii) “Post-Closing Purchase Price” (as defined below), which will be paid on the first and second anniversary of the Closing, by wire transfer of immediately available funds in accordance with the same wire instructions, and (iii) the assumption of Driver Deposits under Section 1.3.

(b) As used herein, “Closing Purchase Price” means a portion of the \$1,720,000 allocable to the Purchased Assets, among all assets purchased under this Agreement and under the Related Agreements, which allocation shall be effected pursuant to Section 1.5, it being the intent that the aggregated cash purchase price paid by Buyer at Closing under this Agreement and the closing under the Related Agreements will be \$1,720,000.

(c) As used herein, “Post-Closing Purchase Price” means an amount calculated as 5% times Base Gross Revenue for the 12-month period immediately preceding (1) the first anniversary date, with respect to the first Post-Closing Purchase Price payment, and (2) the second anniversary date, with respect to the second Post-Closing Purchase Price payment.

(d) As used herein, “Base Gross Revenue” means all driver lease or owner fees collected by the Buyer and Buyer’s retained spread on revenue contracts, but excluding credit card fees, vehicle loan notes, accident deductibles, voucher shorts, or higher limit insurance fees for contracts, determined consistent with the same methodologies used in the calculations shown on Schedule 1.4 attached hereto.

**Section 1.5 Allocation of Purchase Price.** Prior to Closing, Seller and Buyer shall reasonably agree in writing with respect to the manner in which the Purchase Price will be allocated among the Purchased Assets for all purposes (including tax and financial accounting). Buyer and Seller shall file all tax returns (including amended returns and claims for refund) and information reports in a manner consistent with such allocation. Buyer shall be entitled to deduct and withhold from the Purchase Price all taxes that Buyer may be required to deduct and withhold under any applicable tax law. All such withheld amounts shall be treated as delivered to Seller hereunder.

## **ARTICLE II CLOSING**

**Section 2.1 Closing.** The closing of the transactions contemplated by this Agreement (the “Closing”) shall occur via the e-mail delivery by each party hereto of the documents and other deliverables required by this Agreement, on August 5, 2021, or such other date and place mutually convenient to the parties, after satisfaction of all conditions precedent to closing set forth in this Agreement, provided, however, that if all conditions precedent have occurred, the closing shall be no later than the fifth (5th) business day after satisfaction of all conditions precedent. The date of the closing is referred to herein as the “Closing Date.” The consummation of the transactions contemplated by this Agreement shall be deemed to occur at 12:01 a.m. on the Closing Date.

### **Section 2.2 Closing Deliverables.**

(a) At the Closing, Seller shall deliver to Buyer the following:

(i) one or more bills of sale in the form of Exhibit A hereto and duly executed by Seller, transferring the Purchased Assets to Buyer;

(ii) evidence of discharge of all Encumbrances with respect to the Purchased Assets;

(iii) an assignment and assumption agreement in the form of Exhibit B hereto (the “Assignment”) and duly executed by Seller, effecting the assignment to and assumption by Buyer of the Assumed Contracts;

(iv) employment offer letter agreements with John Bouloubasis and Mike Spears, in the form reasonably acceptable to Buyer, containing a noncompetition covenant (the “Employment Agreement”);

(v) a bill of sale, attached hereto as Exhibit C, duly executed by Seller, transferring title to the vehicles owned by Seller to Silver Lining Motors, LLC, a Missouri limited liability company and an affiliate of Buyer (“SLM”) and such other documentation necessary to transfer title to the Vehicles to SLM;

(vi) copies of all documents evidencing Transfer of Licenses (as defined in Section 5.2) and any other Governmental Authorizations necessary to transfer the Purchased Assets and the Business to Buyer;

(vii) if required, tax clearance certificates from the taxing authorities in the jurisdictions that impose taxes on Seller or where Seller has a duty to file tax returns in connection with the transactions contemplated by this Agreement and evidence of the payment in full or other satisfaction as of the Closing Date of any taxes owed by Seller in those jurisdictions;

(viii) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement;

(ix) a certified copy of the Bankruptcy Court order referenced in Section 6.1(a) (“Section 363 Order”); and

(x) Certificate executed by an officer of Seller, certifying that each covenant and agreement of Seller to be performed prior to or as of the Closing pursuant to this Agreement has been performed and each representation and warranty of Seller is true and correct on the Closing Date, as if made on and as of the Closing Date.

(b) At the Closing, Buyer shall deliver to Seller the following:

(i) the Closing Purchase Price;

(ii) the Assignment duly executed by Buyer; and

(iii) Certificate executed by an officer of Buyer, certifying that each covenant and agreement of Buyer to be performed prior to or as of the Closing pursuant to this Agreement has been performed and each representation and warranty of Buyer is true and correct on the Closing Date, as if made on and as of the Closing Date.

### ARTICLE III

## REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statements contained in this Article III are true and correct as of the date hereof. For purposes of this Article III, "Seller's knowledge," "knowledge of Seller" and any similar phrases shall mean that any director, manager, or officer of Seller either is actually aware of the particular fact or matter or, by virtue of such person's position with the Seller, reasonably would be expected to be aware of the particular fact or matter.

**Section 3.1 Organization and Authority of Seller; Enforceability.** Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of Texas. Seller has full corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. Subject to the Section 363 Order, the execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Seller. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

**Section 3.2 No Conflicts; Consents.** The execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws or other organizational documents of Seller; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Seller, the Purchased Assets, or the Business; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which Seller is a party or to which any of the Purchased Assets are subject; or (d) result in the creation or imposition of any Encumbrance on the Purchased Assets. Subject to the Section 363 Order, no consent, approval, waiver or authorization is required to be obtained by Seller from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby.

**Section 3.3 Title to Purchased Assets.** Seller owns and has good title to the Purchased Assets, free and clear of Encumbrances, except for any Encumbrances which will be released and terminated at Closing in accordance with the Section 363 Order. Seller owns or possesses adequate licenses or other valid rights to all of its intellectual property. Seller has not granted any license or similar rights in any of its intellectual property to any third party.

**Section 3.4 Condition of Assets.** Each of the Vehicles and Tangible Personal Property is in good condition and are adequate for the uses to which they are being put, and none of such Vehicles or Tangible Personal Property are in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost.

**Section 3.5 Assumed Contracts.** Schedule 3.5 attached hereto includes each contract included in the Purchased Assets assumed by Seller pursuant to a final order in the Bankruptcy Proceeding and assigned to and assumed by Buyer (the “Assumed Contracts”). Each Assumed Contract is valid and binding on Seller in accordance with its terms and is in full force and effect. Seller is not, and to Seller’s knowledge, no other party thereto, is in breach of or default under or is alleged to be in breach of or default under, or has provided or received any notice of any intention to terminate, any Assumed Contract. No event or circumstance has occurred that, with or without notice or lapse of time or both, would constitute an event of default under any Assumed Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of benefit thereunder. Complete and correct copies of each Assumed Contract have been made available to Buyer. There are no disputes pending or threatened under any Assumed Contract. Buyer reserves the right to amend or modify Schedule 3.5 in Buyer’s sole and absolute discretion.

**Section 3.6 Non-foreign Status.** Seller is not a “foreign person” as that term is used in Treasury Regulations Section 1.1445-2.

**Section 3.7 Compliance with Laws and Governmental Authorizations.** Except as disclosed in Schedule 3.7 hereto, Seller is in compliance in all material respects with all applicable Legal Requirements and Governmental Authorizations applicable to the ownership and use of the Purchased Assets, including without limitation environmental and occupational safety and health Legal Requirements, and with respect to the operation of its Business.

**Section 3.8 Legal Proceedings.** Except as disclosed in Schedule 3.8 hereto, there is no claim, action, suit, proceeding or governmental investigation (“Action”) of any nature pending, or, to Seller’s knowledge, threatened, against or by Seller (a) relating to or affecting the Business, the Purchased Assets, or the Assumed Contracts; or (b) that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

**Section 3.9 Brokers.** No broker, finder or investment banker is entitled to any brokerage, finder’s or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller, and Buyer will not be liable for any of the foregoing.

**Section 3.10 Employees; Independent Contractors.** Seller has provided Buyer a complete and accurate list of all Employees, including name; age; job title; date of hiring; current compensation; sick and vacation leave that is accrued but unused; service credited for purposes of vesting and eligibility to participate under any benefit plan; and any applicable employment contract. Seller is not (i) a party to or otherwise bound by any collective bargaining or other type of union agreement, (ii) a party to, involved in or, to Seller’s knowledge, threatened by, any labor dispute or unfair labor practice charge or (iii) currently negotiating any collective bargaining agreement. Seller has not experienced any work stoppage within the three (3) year period preceding the Closing. Seller has previously disclosed all employee benefit plans to Buyer in writing. Seller and its benefit plans are, and at all times have been, in compliance in all material respects with all applicable Legal Requirements. Seller has also provided Buyer a complete and

accurate list of each independent contractor who provides services to Seller pursuant to an agreement (such persons, “Independent Contractors”, and such agreements, “Independent Contractor Agreements”), which list shall include the name; age; date of engagement, and the material terms of such agreement. Each Independent Contractor Agreement is valid and binding on Seller in accordance with its terms and is in full force and effect; Seller is not, and to Seller’s knowledge, no other party thereto, is in breach of or default under or is alleged to be in breach of or default under, or has provided or received any notice of any intention to terminate, any Independent Contractor Agreement; no event or circumstance has occurred that, with or without notice or lapse of time or both, would constitute an event of default under any such agreement or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of benefit thereunder. Complete and correct copies of each Independent Contractor Agreement have been made available to Buyer. There are no disputes pending or threatened under any Independent Contractor Agreement.

**Section 3.11 Taxes.** (a) Seller has timely filed all tax returns that it was required to file and, except with respect to federal income tax, has timely paid in full all taxes (including without limitation any ad valorem taxes on the Purchased Assets) that it was required to pay as reflected on such tax returns, (b) there are no Encumbrances for taxes on any of its Purchased Assets, (c) Seller has not granted any waiver of any statute of limitations with respect to, or any extension of a period for the assessment of, any taxes and (d) there is no action, suit, proceeding, investigation, audit, claim, assessment or judgment now pending against the Seller or relating to the Business or any of its Purchased Assets or Assumed Contracts in respect of any taxes.

## **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller that the statements contained in this Article IV are true and correct as of the date hereof.

**Section 4.1 Organization and Authority of Buyer; Enforceability.** Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Texas. Buyer has full corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

**Section 4.2 No Conflicts; Consents.** The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws or other organizational documents of Buyer; or (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Buyer.

No consent, approval, waiver or authorization is required to be obtained by Buyer from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby.

## ARTICLE V COVENANTS

**Section 5.1 Employees.** Immediately before Closing, Seller will, in full compliance with all applicable Legal Requirements, terminate the employment of all employees of Seller, as identified in writing by Seller and delivered to Buyer ("Employees"). Buyer shall have no obligation or liability with respect to the employment or termination by Seller of any Employees, including any liability or obligation for or with respect to termination, payroll, overtime, accrued benefits, continuing benefits, severance or otherwise. Immediately prior to the Closing Date, Seller shall pay out and satisfy all Employees' accrued vacation, sick, holiday or other paid time off. At Closing, Buyer will initially offer employment to Employees on a strictly "at-will" basis. Buyer shall not assume any obligation or liability to any employee under any Legal Requirements (including without limitation FLSA or workers compensation laws for covered injuries or accidents) which occur on or before the Closing Date.

**Section 5.2 Transfer of Licenses.** Seller and Buyer will cooperate with each other and use commercially reasonable efforts to cause the transfer of Governmental Authorizations from Seller to Buyer which are necessary for the operation of the Purchased Assets, including without limitation the transfer of licenses and authorizations and/or applications with the City of San Antonio Police Department, Ground Transportation Unit ("Transfer of Licenses").

**Section 5.3 Assumed Contracts – Consents, etc.** Promptly following the execution of this Agreement, Seller will use commercially reasonable efforts to obtain the third-party consents, waivers and estoppels that are required to assign to Buyer the Assumed Contracts (the "Required Consents"). Seller will give proper notice to the counterparties to the Assumed Contracts under applicable Legal Requirements, will assume the Assumed Contracts in the Bankruptcy Proceeding, and will cooperate with Buyer to assign all Seller's rights and interests under the Assumed Contracts. Without limiting any of the foregoing, Buyer will assume Seller's contracts with Seller's drivers pursuant to which the drivers have the right to purchase the vehicles, and Buyer will credit the drivers for all payments made by the drivers through the Closing. Buyer reserves the right to amend or modify Schedule 3.5 in Buyer's sole and absolute discretion.

**Section 5.4 Information.** Seller will afford to the Buyer and authorized representatives and agents (which shall include accountants, attorneys, bankers, and other consultants) of Buyer full and complete access during normal business hours to and the right to inspect the properties, books, and records of Seller applicable to the Purchased Assets and Assumed Contracts, and will furnish Buyer with such additional financial and operating data and other information related to the Purchased Assets and Assumed Contracts as Buyer may from time to time reasonably request. Buyer's right of access and inspection shall be exercised in such a manner as not to interfere unreasonably with the operations of the Seller's Business and shall be subject to reasonable advance notice.

**Section 5.5 Operations.** Subject to Bankruptcy Court's approval, after the execution and delivery of this Agreement and until Closing, Seller will (i) carry on its Business in substantially the same manner as presently conducted and not make any material change in its Business; (ii) maintain its Purchased Assets and all parts thereof in the same operating condition, ordinary wear and tear excepted; (iii) perform all of their obligations under all Assumed Contracts; (iv) keep in full force and effect present insurance policies; and (iv) use reasonable commercial efforts to maintain and preserve its business organizations intact, retain its present Employees and maintain its relationships with customers, vendors, drivers, and others having business relations with the Seller and its Business. Seller will give notice to Buyer within 1 business day if any event occurs which has, or is reasonably likely to have, a material adverse effect on the Business, the Purchased Assets, Assumed Contracts, or the Seller.

**Section 5.6 Negative Covenants.** Subject to Bankruptcy Court's approval, after the execution and delivery of this Agreement and until Closing, Seller will not, without the prior written consent of Buyer: (i) create or assume any Encumbrance upon any Purchased Assets; (ii) sell, assign, lease, or otherwise transfer or dispose of any Purchased Assets; (iii) waive any material rights or claims of Seller affecting the Purchased Assets or Assumed Contracts; (iv) commence a lawsuit; or (v) take, or agree to take, any action which would make any of the representations and warranties of the Seller contained in this Agreement untrue, or result in any of the closing conditions set forth in this Agreement not being satisfied.

**Section 5.7 Schedules Update.** Seller will update the Schedules to this Agreement, from time to time, as needed, through the Closing Date, and promptly deliver the same to Buyer.

**Section 5.8 Intentionally Omitted.**

**Section 5.9 Public Announcements.** Unless otherwise required by applicable law, or as agreed by the parties, neither party shall make any public announcements regarding this Agreement or the transactions contemplated hereby without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed).

**Section 5.10 Bulk Sales Laws.** The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

**Section 5.11 Transfer Taxes.** Other than sales tax on vehicles being sold as part of the Purchased Assets, which will be paid by Buyer, if any, all transfer, documentary, sales, use, stamp, registration, value added and other such taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the documents to be delivered hereunder shall be borne and paid by Seller when due. Seller shall, at its own expense, timely file any tax return or other document with respect to such taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

**Section 5.12 Further Assurances.** Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give

effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder. Without limiting the foregoing, Seller agrees to remit to Buyer any accounts receivable payments for periods after Closing received by Seller within 3 days after Seller's receipt of the same.

**Section 5.13 Bankruptcy Matters.**

(a) In the event an objection is filed, an appeal is taken, or a stay pending appeal is requested from the Section 363 Order or any other order reasonably necessary in connection with the transaction contemplated herein, Seller shall promptly notify Buyer of such objection, appeal or stay request and shall provide to Buyer promptly a copy of the related objection, notice of appeal or order of stay. Seller shall also provide Buyer with written notice of any motion or application filed in connection with an objection or any appeal from either of such orders and Seller agrees to take all action as may be commercially reasonable and appropriate to defend against such appeal, petition or motion and Buyer shall cooperate in such efforts.

(b) Until Closing, Seller shall make reasonable efforts to consult and cooperate with Buyer regarding (a) any pleadings, motions, notices, statements, applications, schedules, reports, orders, or other papers to be filed with the Bankruptcy Court in relation to the implementation of the transaction contemplated herein, (b) any discovery taken in connection with the seeking entry of the Section 363 Order (including, not by way of limitation, depositions), and (c) any hearing relating to the Section 363 Order, including, not by way of limitation, the submission of any evidence or witness testimony in connection with such hearing.

**ARTICLE VI**  
**CONDITIONS TO CLOSING; TERMINATION PRIOR TO CLOSING**

**Section 6.1 Conditions Precedent to Obligations of Buyer.** Notwithstanding anything herein to the contrary, the obligations of Buyer to consummate the transactions described herein are subject to the fulfillment, on or prior to the Closing Date, of the following conditions precedent unless (but only to the extent) waived in writing by Buyer at or prior to the Closing:

(a) **Bankruptcy Matters.** The following are referred to herein collectively as "Bankruptcy Requirements"):

(i) Seller shall have obtained the consent of the Bankruptcy Court, and the Bankruptcy Court shall have entered an order (1) approving the transactions set forth herein in accordance with Sections 363(f) and 365 of the Bankruptcy Code, (2) authorizing the assumption and assignment of Assumed Contracts to be assumed by the Buyer, and (3) authorizing a "no stay" under Federal Rules of Bankruptcy Procedure Section 6004(h). Such order shall be in the form previously approved by Buyer, and the time for appeal of such order shall have expired.

(ii) Seller shall have filed a motion with the Bankruptcy Court and the Bankruptcy Court shall have entered an order approving terms and provisions relating to "stalking horse" protection, including a break-up fee in the amount of \$150,000, expense

reimbursement, bidding procedures that include a minimum of \$200,000 in a first overbid, plus \$50,000 in any additional overbid increments, and other terms and provisions customary in a bid procedures order (the “Bid Procedures Order”). The order approving the Bid Procedures Agreement shall have set the time and place for the Section 363 auction.

(iii) Seller shall have filed a motion with the Bankruptcy Court and the Bankruptcy Court shall have entered the Section 363 Order.

(iv) Seller shall have ensured that proper notice of the 363 sale is given pursuant to Bankruptcy Rule 2002, including, not by way of limitation, to the Seller, any trustee, any committees and ad hoc committees, all creditors, indenture trustees, the United States Trustee, equity security holders, any consumer privacy ombudsman, governmental entities that may be affected by the sale, and holders of interests in the Purchased Assets or the Assumed Contracts. Such notice shall have included opportunity for objections and for a hearing.

(b) **Related Transactions.** The transactions contemplated by the asset purchase agreements set forth on Schedule 6.1(b) (“Related Agreements”) shall have closed or close simultaneously with this Agreement, it being the intent that the closing of the transaction contemplated herein and the transactions under such agreements are conditioned on each other successfully closing.

(c) **Representations and Warranties.** The representations and warranties of Seller contained in this Agreement shall be true in all material respects when made and as of the Closing Date as though such representations and warranties had been made on and as of such Closing Date. Each and all of the terms, covenants, and conditions of this Agreement to be complied with or performed by Seller on or before the Closing Date pursuant to the terms hereof shall have been duly complied with and performed in all material respects.

(d) **No Action.** No action or proceeding before a court or any other governmental agency or body shall have been instituted or threatened to restrain or prohibit the transactions herein contemplated, and no governmental agency or body shall have taken any other action with respect to the Purchased Assets, as a result of which Buyer reasonably and in good faith deems it inadvisable to proceed with the transactions hereunder.

(e) **No Material Adverse Effect.** Since the date of this Agreement, there shall not have occurred any event, change or occurrence that has or could reasonably be expected to have a material adverse effect upon the Business, the Purchased Assets, Assumed Contracts, or Seller. Without limiting the foregoing, the parties expressly agree that there shall be deemed to have been a material adverse effect on the Business, the Purchased Assets, Assumed Contracts, or Seller, in the event of a loss of any license or insurance required under law to operate the Business in substantially the same manner as of June 21, 2021.

(f) **Required Consents.** Seller shall have obtained all of the Required Consents and the Transfer of Licenses from Seller to Buyer.

(g) **Omitted.**

(h) **Leases.** Buyer and DC Real Estate Holdings, LLC shall have entered into a new lease agreement in substantially the form attached hereto as Exhibit D, pursuant to which Buyer will lease the facility where the Business is currently operated.

(i) **Closing Deliveries.** Seller shall have made the deliveries required to be made by it under Section 2.2(a) hereof.

**Section 6.2 Conditions Precedent to Obligations of Seller.** Notwithstanding anything herein to the contrary, the obligations of Seller to consummate the transactions described herein are subject to the fulfillment, on or prior to the Closing Date, of the following conditions precedent unless (but only to the extent) waived in writing by Seller at or prior to the Closing:

(a) **Bankruptcy Matters.** Bankruptcy Requirements shall have been satisfied.

(b) **Related Transactions.** The transactions contemplated by the asset purchase agreements set forth on Schedule 6.1(b) shall have closed or close simultaneously with this Agreement, it being the intent that the closing of the transaction contemplated herein and the transactions under such agreements are conditioned on each other successfully closing.

(c) **Representations and Warranties.** The representations and warranties of Buyer contained in this Agreement shall be true in all material respects when made and as of the Closing Date as though such representations and warranties had been made on and as of such Closing Date. Each and all of the terms, covenants, and conditions of this Agreement to be complied with or performed by Buyer on or before the Closing Date pursuant to the terms hereof shall have been duly complied with and performed in all material respects.

(d) **No Action.** No action or proceeding before a court or any other governmental agency or body shall have been instituted or threatened to restrain or prohibit the transactions herein contemplated, and no governmental agency or body shall have taken any other action with respect to Seller or its owners, the Business, or the Purchased Assets, as a result of which Seller reasonably and in good faith deems it inadvisable to proceed with the transactions hereunder.

(e) **Closing Deliveries.** Buyer shall have made the deliveries required to be made by them under Section 2.2(b) hereof.

**Section 6.3 Termination Prior to Closing.** Notwithstanding anything herein to the contrary, this Agreement may be terminated at any time: (a) on or prior to the Closing Date by the written agreement of Seller and Buyer; (b) on or prior to the Closing Date by Buyer, if satisfaction of any condition to Buyer's obligations under Section 6.1 of this Agreement becomes impossible or impractical with the use of commercially reasonable efforts (unless the failure results primarily from Buyer breaching any representation, warranty, or covenant herein) and such condition shall not have been waived by Buyer; (c) on or prior to the Closing Date by Seller, if satisfaction of any condition to Seller's obligations under Section 6.2 of this Agreement becomes impossible or impractical with the use of commercially reasonable efforts (unless the failure results primarily

from Seller breaching any representation, warranty, or covenant herein) and such condition shall not have been waived by Seller; or (d) by Buyer or Seller, if the Closing Date shall not have taken place on or before August 16, 2021 (which date may be extended by the written agreement of Buyer and Seller); provided that the right to terminate this Agreement under this item (d) shall not be available to any party if the failure of the Closing to take place by said date results primarily from such party's (or such party's Affiliate's) breach of any representation, warranty covenant herein. If this Agreement is terminated pursuant to this Section, this Agreement shall be null and void and all rights and obligations of the parties hereunder shall terminate without any liability of any party to any other party, except that nothing herein shall prevent any party from pursuing any of its legal rights or remedies that may be granted to any party by law against the other party to this Agreement as a result of any default by the other party in the observance or in the due and timely performance of such party of any of the covenants herein contained.

## ARTICLE VII INDEMNIFICATION

**Section 7.1 Survival.** All indemnification obligations of either Seller and Buyer shall survive the Closing for a period of eighteen (18) months, provided that the following shall survive the Closing for the period of the applicable statute of limitations under applicable law: (i) the Seller's indemnification obligation arising out of a breach of Section 3.1, 3.2, 3.3, or 3.11, and the Seller's indemnification obligation under Section 7.2(b) and (c), and (ii) the Buyer's indemnification obligation under Section 7.3(b) and (c).

**Section 7.2 Indemnification by Seller.** Seller shall defend, indemnify and hold harmless Buyer, its affiliates and their respective members, managers, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements, arising from or relating to:

- (a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement or any document to be delivered hereunder;
- (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement or any document to be delivered hereunder; or
- (c) any Excluded Asset, or any liability of the Seller (other than liabilities for Assumed Contracts arising from periods after the Closing).

**Section 7.3 Indemnification by Buyer.** Buyer shall defend, indemnify and hold harmless Seller, its affiliates and their respective stockholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements, arising from or relating to:

- (a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement or any document to be delivered hereunder;

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement or any document to be delivered hereunder; or

(c) any liabilities from Assumed Contracts arising from periods after the Closing Date.

**Section 7.4 Indemnification Procedures.** Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the “Indemnified Party”) shall promptly provide written notice of such claim to the other party (the “Indemnifying Party”). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a person or entity who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including, but not limited to, settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party’s prior written consent (which consent shall not be unreasonably withheld or delayed).

**Section 7.5 Tax Treatment of Indemnification Payments.** All indemnification payments made by Seller under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for tax purposes, unless otherwise required by law.

**Section 7.6 Effect of Investigation.** Buyer’s right to indemnification or other remedy based on the representations, warranties, covenants and agreements of Seller contained herein will not be affected by any investigation conducted by Buyer with respect to, or any knowledge acquired by Buyer at any time, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or agreement.

**Section 7.7 Set-Off.** If an Indemnified Party is entitled to indemnification under this Agreement, then the Indemnifying Party agrees that the Indemnified Party may instruct Buyer to deduct from any Post-Closing Purchase Price the amount of the loss incurred by the Indemnified Party; provided, the foregoing is in addition to any and all other remedies to which the Indemnified Party is entitled and is merely an additional means by which the Indemnified Party may secure payment of indemnification.

**Section 7.8 Cumulative Remedies.** The rights and remedies provided in this Article are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

## ARTICLE VIII MISCELLANEOUS

**Section 8.1 Expenses.** All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

**Section 8.2 Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section):

If to Seller: Greater San Antonio Transportation Company  
9600 I-35 N  
San Antonio, TX 78233-6418  
E-mail: [johnb@yellowcabsa.com](mailto:johnb@yellowcabsa.com)  
Attention: John Bouloubasis

with a copy to: Richard L. Fuqua  
Fuqua & Associates, PC  
8558 Katy Fwy Ste 119  
Houston, TX 77024-1809  
Email: [RLFuqua@fuqualegal.com](mailto:RLFuqua@fuqualegal.com)

Dan Gartner  
Gartner Law Firm PC  
3 Riverway # 1800  
Houston, TX 77056  
[dgartner@gartnerlaw.net](mailto:dgartner@gartnerlaw.net)

Bruce Ruzinsky  
1401 McKinney St., Suite 1900  
Houston, Texas 77010  
[bruzinsky@jw.com](mailto:bruzinsky@jw.com)

If to Buyer: William M. George  
1300 Lydia  
Kansas City, MO 64106

E-mail: [wmgeorge@ztrip.com](mailto:wmgeorge@ztrip.com)  
Attention: William M. George

with a copy to:

Foulston Siefkin LLP  
32 Corporate Woods, Suite 600  
9225 Indian Creek Parkway  
Overland Park, Kansas 66210  
Facsimile: 913-498-2101  
E-mail: [iyamaashi@foulston.com](mailto:iyamaashi@foulston.com)  
Attention: Issaku Yamaashi

Foulston Siefkin LLP  
1551 N. Waterfront Parkway, Suite 100  
Wichita, Kansas 67206  
E-mail: [swead@foulston.com](mailto:swead@foulston.com)  
Attention: Shannon Wead

**Section 8.3 Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

**Section 8.4 Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**Section 8.5 Entire Agreement.** This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the documents to be delivered hereunder, the Exhibits and Schedules (other than an exception expressly set forth as such in the Schedules), the statements in the body of this Agreement will control.

**Section 8.6 Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Buyer may assign its rights or obligations hereunder to any affiliate without the prior written consent of the other party, and pursuant to such right Buyer hereby assigns the right to purchase the Vehicles to SLM. No assignment shall relieve the assigning party of any of its obligations hereunder.

**Section 8.7 No Third-party Beneficiaries.** Except as expressly provided herein, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**Section 8.8 Amendment and Modification.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

**Section 8.9 Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**Section 8.10 Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

**Section 8.11 Waiver of Jury Trial.** Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

**Section 8.12 Specific Performance.** The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

**Section 8.13 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[REMINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**BUYER:**

**WHC STX, LLC,**

By: WHC Worldwide, LLC, as sole member

By: \_\_\_\_\_  
William M. George, as Managing Member

**SELLER:**

**GREATER SAN ANTONIO TRANSPORTATION  
COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

Schedule 1.1(a) to Asset Purchase AgreementTangible Personal PropertyShop Equipment

<u>Q</u>	<u>Description</u>
2	Paint Booth
8	Vehicle Lifts
	Alignment
1	Machine
1	Tire Machine
1	Wheel Balancer
	Various small tools

Fixed Assets

Signbacks30 Sign Back Frames  
 Signbacks30 127 40X61 FABCARAVANDIVID  
 Signbacks30 45 FAB CAMRY&20 FABCROW  
 Signbacks30 FABCROWNVICTORIADIVIDE  
 Signbacks30 Acquired Signbacks  
 Signbacks30 Signbacks  
 Signbacks30 SA Signback material  
 ShopEquip30 FABCARAVANDIVIDER  
 ShopEquip30 HVAC  
 ShopEquip30 Spray Paint Booth  
 ShopEquip30 SWT00

Parts inventory and other property

PART NUMBER	DESCRIPTION	BIN NUMBER	TOTAL INVENTORY
00289-ATFWS	TS ATF WORLD STANDARD ATF	S5-4	11
90161	CV MM LTC OIL DRAIN PLUG	CAB1-4	1
090720AH	TRANSMISSION		2
0W20MOTORCRAFT	0W20 MOTOR CRAFT OIL	S17-5	1
102-0246C	RACK AND PINION CORE		1
103130	CV MM LTC RADIATOR	STAIR	1

105.0931	BRAKE PADS	S2-4	2
105.1589	MV FRONT BRAKE PADS 17" WHEEL	S3-4	2
105.1596	MV REAR BRAKE PADS 17 WHEEL	S3-4	2
106.1324	TS FRONT BRAKE PADS 11 AND UP	S5-4	1
10840	FORD GAS CAP	CAB2-3	5
110	BG MOA	S16-3	7
11570	MV 3.6L ALTERNATOR	S9-4	5
11580	2011 AND UP MV ALTERNATOR 3.6LTR	S9-4	2
11580C	ALT CORE 3.6 LTR ENG	CORE BANK	3
117.44092	TS FRONT BRAKE HARDWARE 11 UP	S5-4	1
11761038	REAR CALIPER BOOT KIT	S2-4	1
121.44158	TS FRONT BRAKE ROTOR 11 AND UP	S5-4	2
12220	22 WIPER		4
12830	MV ALT 08-10	S9-4	1
12830C	ALTERNATOR CORE	CORE BANK	1
13	CV MM LTC SPARK PLUGS	CAB1-4	13
13964	MV ALT 08	S9-4	1
14209	MV THERMOSTAT 3.3 08 UP PLASTIC HOUSING	PEG9	3
14789	MV THERMOSTAT	S1-3	3
14D1589CH	MV FRONT BRAKE PADS 17" WHEEL	S3-4	1
16100-29085	TS WATER PUMP	S6-4	1
164R8080	LTC KEY FOB	CAB3-1-15	4
16572-0P240	RADIATOR HOSE	PEG3	1
16T	16 WIPER BLADE		3
194	BULB		116
194cp	bulb		10
19565R15A	ADVANTA TIRE	TIRE RACK	1
1AC50DX9AB	MV SWITCH	S9-3	1
1AL871D5AB	MV SEAT SHIELD	PEG2	1
1AL921D5AB	MV SEAT SHIELD	PEG2	1
1AL931D5AC	MV SEAT SHIELD	PEG2	2
1AN68RXFAA	MV MOUDLING	S12-4	1
1AN69RXFAA	MV MIRROR APP	S12-4	1
1AR40ES3AH	MV GRAB HANDLE	S12-4	1

1BE421XFAA	MV MOULDING	S12-4	1
1ED881D5AA	MV DS PASS INBOARD ARMREST	S12-1	1
1HV971DVAA	MV SEAT TRIM	PEG2	1
1JB15DX9AB	MV PASSS SEAT PANEL	PEG2	1
1JK561W1AA	MV HANDLE	S12-4	1
1S7Z6584BA	ESC VALVE COVER GASKET	S8-2	2
1W7Z5411318AAA	M GM TRUNK MLDNG	S16	2
1W7Z5423394AA	CV WINDOW MOTOR	S6-5	1
20369S	MV LOWER HOSE	PEG3	1
20T	20IN WIPER		5
21565R16A	21565R16 ADVANTA 700ER TIRE	TIRE RACK	2
21579	TPMS BAND FORD	PEG9	6
222710V010	TS THROTTLE BODY ORING	S5-4	2
22560R16L	LANDSAIL TIRE	TIRE RACK	1
22560R17L	LANDSAIL TRIE	TIRE RACK	2
22565R16C	TIRE COOPER CS3	TIRE RACK	2
22565R16V	VERCELLI TIRE	TIRE RACK	2
22565R17H	OHTSU TIRE	TIRE RACK	4
22643M	MV RADIATOR HOSE LOWER	PEG3	1
23555R17L	LANDSAIL TIRE	TIRE RACK	4
23560R16A	ADVANTA TIRE	TIRE RACK	4
23565R16DORAL	23565R16 DORAL	TIRE RACK	1
23565R16TE	23565R16 TOYO EXTENZA	TIRE RACK	1
23570R16C	COOPER TIRE	TIRE RACK	1
23786	CV,MM ALTERNATOR	S6-4	1
23786C	ALT CORE	CORE BANK	1
23931	mv heater hose	PEG3	2
24FS	SIENNA BATTERY		1
2500-0024-00	SCREEN M7 COMPLETE	S14-2	1
2642049	mv axle shim	S15-1	2
2642051	SHIM	S15-1	2
300083	MM AC COND	STAIR	1

300313	PULEY	S9-1	1
301.0932	REAR PADS	S2-4	2
301.1021	MV REAR BRAKE PADS 16" WHEEL	S3-4	2
301.1273	MV FRONT BRAKE PADS 16" WHEEL	S3-4	2
30160	WIPER		3
30200	WIPER		4
30260	WIPER		4
303526	MV AC COND	STAIR	1
310	BG TRANS FLUSH	S16-2	5
310S	ATC CLEANER SINGLE	S16-2	2
3122	22 wiper blade	PEG4	2
31266	TS BRAKE ROTOR FRONT 09	S5-4	1
3157cp	bulb		14
330108	BG POWER STEERING KIT	S16-2	1
34-78-72	CONTENINTAL DUAL POST BATTERY	BATT RACK	2
344080	MV SHOCK REAR 08 - 10	S4-2	2
3459S	CV AXLE SEAL	S1-8	4
3516821011	TS TRANS PAN GASKET	S5-4	1
35651	MV TSTAT GASKET	S1-3	2
3604	MM PINION SEAL	S7-5	1
3671	17 FORD SPARE TIRE AND TOOL KIT	TIRE RACK	2
3757na	mini bulb		10
38018	MV IDLER PULLEY 08 UP 4891720AA	S9-5	1
38323	MV TENSIONER 08 & UP	S9-5	1
39015	MV EXPANSION VALVE	S10-2	3
39016	MV EXPANSION BLOCK	S10-2	1
39064	MV EXPANSION VALVE	S10-2	2
39282	3.6 TENSIONER	S9-5	1
398338	CV HEATER CORE	S14-1	1
3L3Z12B579BA	LTC SENSOR ASSY.	S6-3	1
3L3Z6710AA	OIL PAN GASKET]	S8-2	1
3M4Z8575B	ESC THERMOSTAT	S5-2	1
3W1Z13734AA	LTC LEFT REAR DOOR REFLECTOR	S6-1	2
3W1Z15A851AA	CV PARKING BRK SWI 03-UP	S7-2	1
3W1Z17005BA	LTC JACK HOLDER	S6-1	1
3W1Z17A385AAB	LTC LISC BRACKET	S7-5	1
3W1Z17C829AA	t-c bumper mldng rh	S16	1
3W1Z17C829BA	TC FRT BUM MLDNG 06	S16	1
3W1Z19834AA	LTC BLOWER WHEEL	S15-1	1
3W1Z3A130BB	LTC TIE ROD	S4-3	5

3W1Z3K661AA	MM TIE ROD BOOT	S4-3	3
3W1Z5422666AAC	LTC GRAB HANDLE	S6-2	1
3W1Z5422671AAB	LTC PULL HANDLE COVER	S6-2	5
3W1Z5422692AA	LTC HANDLE RETAINER CLIP	S6-2	6
3W1Z5443720AA	TC TRNK WEATHER STRIP 04	S12-5	2
3W1Z5444891AA	ltc t-bar for trunk	PEG9	2
3W1Z54611D10AA	MM AIR BAG DRIVERS SEAT	S7-1	1
3W3Z1130CA	MM WHEEL ORNAMENT	S15-2	6
3W7Z1130BA	CV HUB CAP	S15-2	1
3W7Z17603AA	cv washer nozzle spayer	PEG4	1
3W7Z2C219BB	CV ABS MODULE	S5-5	1
3W7Z9A589CA	CV SPACER	S7-4	1
3WZ71007FCP	MM STEEL WHEEL	STAIR	4
4202-0000-00	MODULE 4202	S14-2	2
4343	AIR FILTER CV MM LTC	CAB1-6	1
438	BG INFORCE	S16-8	2
44020	3.6 LTR WATER PUMP	S9-1	5
4567413	MV EXTENSION HOUSING	S9-2	1
4567506	MV TRANS ADAPTER	S9-2	1
4589243AF	MV LIFT GATE LATCH	S2-1	1
4589417AH	D/S LOCK ACTUATOR	S13-1	1
4589581AE	MV LIFTGATE LATCH 10	S2-1	1
4589693AD	MV DRIVERS SIDE DOOR LOCK ACT	S13-2	1
4591959AA	MV TRANS FILLER CAP	S8-3	1
4593665AB	MV BELT	PEG1	2
4602535AI	MV WINDOW SWITCH 10 UP	S9-3	1
4602539AD	MV WINDOW SWITCH 08 SLIDING DOOR	S9-3	2
4621987AC	MV TIMING GASKET	S8-2	1
4648930AA	MV OIL PAN	S8-3	1
4659982	MV GASKET SOLENOID PACK	S8-3	1
4671929AC	MV CRUISE CONTROL SWITCH 08	S9-2	3
4677577AC	MV AC DISHARGE LINE 08	PEG6	1
4677755AE	MV RADIATOR 08 UP	STAIR	1
4682810AB	MV EXHAUST NUT	S1-9	4
4684285AB	BODY MOUNT	CAB2-4	1
4694932AA	MV STRUT BELLOW	S5-1	2
46A0873A	MM INNER TIE ROD END	S7-1	3
46A0874A	MM OUTER LH TIE ROD END	S7-1	1
46A0875A	MM OUTER RH TIE ROD END	S7-1	1
4721356AA	BUSHING REAR AXLE	S5-3	2
4721497AC	POWER STEERING RESV 8 UP	S9-2	1
4721541AH	MV BRAKE LINE REAR 08	PEG9	1

4721578AE	MV HUB BEARING	S10-4	1
4721581AA	ISOLATOR SPRING	S3-1	2
4721599AC	JOUNCE BUMPER	S3-1	2
4721602AB	MV STRUT BEARING 08 UP	S4-1	4
4721746AB	MV CROSMEMBER BOLT	S5-3	5
4721860AB	MV STEEL WHEEL	STAIR	1
4726256AA	MV HUBCAP 08 UP	S13-4	1
4736299AB	MV FLYWHEEL	S7-1	1
4743676AD	MV POWER STEERING RESV 2011 UP	S9-1	1
4743813AB	MV WHEEL COVER 08	S13-4	1
4748046AC	MV STARTER	S5-1	1
4748046ACCORE	STARTER CORE	CORE BANK	1
4766910AI	MV LOWER CONTROL ARM 08 UP RH	S13-3	1
47769-50010	TS CALIPER PIN BUSHING	S5-4	4
47771-33020	SHIM	S5-4	4
47775-06030	CALIPER PIN BOOT	S5-4	4
4781172AA	MV WATER PUMP GASKET 07 DOWN	S10-2	5
4782681AB	300 SWAY BAR BUSHING	S8-4	2
4792317AB	MV CRANK SEAL ALL	S1-9	1
4801304AC	mv alternator 3.8	S9-5	1
4801839AB	MV 3.6L STARTER	S5-1	3
4801839ABC	STARTER CORE	CORE BANK	1
4805157	EMBLEM	S14-2	1
4805857AB	mv foglamp 08 up dodge	S16-5	1
4806271AA	GROMMET BUMPER	S13-2	6
4809106	MV INSOLATOR	S1-9	1
4809759AC	MV FUEL PUMP JUMPER HARNESS	S9-1	1
4809783AA	MV FUEL PUMP ORING LIP	S9-1	1
4857351AB	MV LICENSE PLATE BRACKET	S10-5	2
4861592AA	SHIM STARTER	S5-1	1
4861660AA	MV TENSIONER BELT 08-10 3.3	S9-5	1
4861737AA	MV AIR FILTER 2011 UP NEW	CAB2-6	37
4862306AB	MV POWER STEERING HOSE press 08 up	PEG6	1
4868118AC	MV DOOR HARNESS PASS SIDE 07	S12-2	2
4869591AF	MV HARNESS DRIVERS DOOR 08 UP	S12-2	2
4869979AE	D/S SLIDING DOOR HARNESS	S12-2	1
48725-08020	TS REAR BEAM BUSHINGS	S5-4	1

4877805AH	MV MASTER CYLINDER	S4-3	1
4880383AA	MV ENG SUPPORT	S2-2	1
4880603AA	MOUNT 08	S2-2	1
4881012AC	MV CATALYTIC CONVERTER GASKET	PEG9	1
4882136	MV EXPANSION VALVE ORING	S10-2	5
4885475AC	MV BLOWER MOTOR FRONT	S10-1	1
4885803AA	MV EXPANSION VALVE ORING	S10-2	3
4886075AA	MV CALIPER PIN	S1-8	4
4894894AA	MV BRACKET FRONT FENDER	PEG2	1
4894895AA	FENDER BRACKET	PEG2	2
4894896AA	MV BRACKET FENDER WELDMENT	PEG2	1
4894897AA	HINGE PILLAR	PEG2	1
4894902AC	RAIL	S16	1
4894904AC	MV TRACK SLIDE RT	S16	1
4894905AC	SLIDING DOOR TRACK	S16	1
4894929AF	CHANNEL FRONT GLASS	S16	1
4895482AB	300 SWAY BAR LINK	S8-4	1
4895483AC	300 SWAY BAR LINK	S8-4	1
4U7Z9J460AA	CV DPFE SENSOR	S1-10	9
4W1Z5493BA	SWAY BAR BUSHINGS	S3-2	4
4W1Z5493DA	MM SWAY BAR BUSHING	S3-2	1
4W7Z17F798AA	ISOLATOR	S16	1
4W7Z17F799AA	ISOLATOR	S16	1
50/50 PREMIX	ANTIFREEZE		2
50006	FORD COIL FD503	S7-4	1
5005203AC	mv trans cooler line	CAB2-5	1
5005204AG	TRANS COOLER LINES	S8-5	2
5008SM	MV HUB CABS	S14-3	2
5013457AA	ATF	S17-5	4
5013946AA	KNOCK SENSOR PIGTAIL	PEG9	1
5013947AA	MV HEADLIGHT HARNESS	S16-5	1
5017113AA	MV HEADLIGHT HARNESS	S16-4	2
5017117AA	MV HEADLIGHT HARNESS	S16-4	2
5018395AA	WIRING	S9-2	11
5018689AA	MV KEY	CAB3-1-18	1
5019245AA	MV REAR WASHER PUMP	S13-2	2
5019987AA	MV CALIPER BOLT	S1-8	3
5020669AA	MV APPLIQ LT REAR	S15	1
5020672AG	HINGE	S12-2	2
5020678AA	MV RH SLIDING DOOR LOCK ACTUATOR	S13-2	2
5020679AA	MV LOCK ACTUATOR LH SLIDING	S13-2	1

	DOOR 08 UP		
5020799AC	D/S INNER DOOR HANDLE	S12-2	1
5026149AH	MV IGNITION NODE	S9-2	1
5026976AB	MV HORN DS LOW NOTE 2011	S9-5	1
5026986AC	HORN 08-10	S9-5	2
5058674AD	MV FAN MODULE 08 UP	STAIR	1
5066497AA	mv ac line gasket kit	S1-9	2
5066498AA	mv ac line gasket kit	S1-9	12
5078	throttle body cleaner		6
5082050AC	MV CLOCKSPRING 07 DOWN	S12-3	1
5083344AA	MV BRAKE SWITCH 08	S3-4	1
5085685AA	MV EXHAUST GASKET	PEG9	2
5094018AN	MV ORC	S13-2	1
5109273AA	MV HOOD RELEASE CABLE	PEG9	1
5109586AD	ext	PEG2	1
5113110AC	MV T/C STEP PLATE REAR BUMP 08	S16	1
5113126AA	MV GRILL ASSY	S16	1
5113220AA	MV FOG LIGHT FILLER	S10-5	1
5113232AA	MV FOGLIGHT BEZEL	S10-5	1
5113359AB	GROMMET TAIL LAMP	S13-2	15
5113360AA	GROMMET	S13-2	10
5127562AD	MV FUEL PUMP	S9-1	1
5136091AA	MV EXPANSION VALVE ORING	S10-2	4
5136101AB	MV EXPANSION VALVE 04-07 FRONT	S10-3	1
5149141AF	CAM POSITION SENSOR	CAB2-4	1
5149168AI	MV COIL IGNITION 2011 3.6	CAB1-3	1
5149180AA	MV O2 SENSOR	S5-3	1
5151025AA	MV SWAY BAR RETAINER 08 UP	S1-7	2
5161919AA	MV ALTERNATOR PIGTAIL 08 UP	S9-4	3
5174115AA	MV AC LINE WASHER	S10-2	4
5182025AA	MV FOGLIGHTS 10 UP	S16-2	4
5182211AB	WW HOSE ASSY	PEG1	1
5183147AB	REAR AC BLOWER MOTOR	S10-1	1
5183153AA	MV RESISTOR REAR 08	S10-2	1
5183474AA	MV TRANS HARNESS JUMPER	PEG9	1
5184101AG	MV CAM PHASER ACTUATOR	CAB2-4	2
5184150AF	MV 3.6L OIL CONTROL VALVE	S8-1	4
5184296AH	ARM VALVE	S8-4	72
5184332AA	TAPPET 3.6	S8-4	24
5184370AH	mv camshaft pos sensor 2 bank 2	S8-1	2
5184378AF	CAMSHAFT	S8-4	1
5184380AF	CAMSHAFT ASSY	S8-4	1

5184454AE	CROSSOVER GASKET	S8-3	2
5184498AJ	MV WATERPUMP 3.6L	S9-1	1
5184570AH	MV THERMOSTAT 2011 UP 3.6	S9-1	2
5184595AE	MV VALVE COVER GASKET 2011 RH	S8-2	3
5184596AE	MV VALVE COVER GASKET 2011 LH	S8-2	4
5184617AD	MV BELT TENSIONER 3.6L	S9-5	1
5184778AB	PLUG TUBE SEAL	S8-2	18
5189351AA	MV WASHER RESV CAP	S1-3	2
52127AE020	toyota sienna foglight cover	S6-5	1
5273730AB	MV REAR BUSHING	CAB2-4	1
5273883AD	MV FRONT ENGINE MOUNT RADIATOR 2011	S2-3	2
5273893AE	MV ENGINE MOUNT RACK 2011	S2-3	1
5273994AB	MV ENGINE MOUNT AIR FILTER 2011 3.6	S2-3	2
5273996AE	MV ENGINE MOUNT BATTERY 3.6	S2-3	2
5281301AA	MV IDLER PULLEY 2011	S9-5	2
55111417C	COMPRESSOR CORE	CORE BANK	1
55366298AA	fuel pump oring	S9-1	1
56029085AB	MV O2 SENSOR	S1-7	2
56046118AC	MV TURN SIGNAL 08 UP	S9-2	1
56046707AG	MV FOB	CAB3-1- 12	1
58648	OVERLOAD SHOCK	S4-1	1
599030	AC CONTROL HEAD	S7-3	1
5C2Z9E936BA	MM SPACER GASKET	S7-2	2
5L3Z4215A	CV DIFF SPIDER GEAR SET	S6-5	1
5M6Z1177LA	ESC CV AXLE SEAL LH SIDE	S5-2	1
5M6Z1177RA	ESC CV AXLE SEAL	S5-2	2
5M6Z9644A	ESC SENSOR DOWNSTREAM 02	S5-3	1
5W1Z1107A	LTC WHEEL STUD	S1-10	19
5W1Z1130AA	LTC CENTER CAP	S15-2	3
5W1Z14529BA	LTC WINDOW SWITCH MASTER	S6-3	1
5W1Z14B004AA	mm impact sensor	S1-5	1
5W1Z2C204A	CV ABS SENSOR FRONT	S6-2	1
5W1Z7A110A	LTC SHIFT INDICATOR	S7-3	1
5W20 PRONTO	SYNTHETIC OIL	S17-5	7
5W3C277	LOWER CONTROL ARM BUSHING RH	S2-5	1
5W3C278	LOWER CONTROL ARM BUSHING LH	S2-5	1

5W3Z1130EA	MM WHEEL COVER	STAIR	4
5W7Z13C788AC	CV LCM	S6-2	1
5W7Z15A434AA	WIRE ASSY	PEG9	1
5W7Z5426442A	rod	PEG2	2
5W7Z5426443A	cv door link	PEG2	4
604B	MV TRANS. FILTER	CAB1-7	5
6070SC	TS HUBCAP SET	STAIR	1
60924	CV CAT CONVERTER GASKET	PEG9	2
6101614	MV EXHAUST BOLT	S1-9	3
610266	TS WHEEL STUD	CAB2-2	2
6104257AA	MV CALIPER MOUNTING BOLT	S3-4	2
611-181.1	LUGNUT	S1-9	10
611066	TS WHEEL NUT	CAB2-2	2
626-314HP	MV HEATER HOSE KIT	PEG7	2
64211	h11 bulb		37
6501474	TRANS PAN BOLTS	S1-10	35
6501979	OIL PAN BOLTS	S1-10	33
6502311	MV WHEEL STUD	S1-6	25
6503287	MV ARMREST BOLT	S1-3	1
6503835	MV WHEEL STUD	S1-6	14
6504672	MV LUG NUT	S1-6	8
6506502AA	MV BATTERY BOLT	PEG9	1
6507629AB	TIE ROD END NUT	S3-5	5
6507676AA	NUT	S13-3	4
6508273AA	MV STRUT NUT 08 UP	S1-8	6
6508274AA	END LINK NUT	S4-5	4
6508538AA	MV BATTERY BOX CLIP	PEG9	1
6508707AA	MV STUD REAR WHEEL	S1-6	5
6509131AA	MV BALL STUDS	S1-7	2
6509159AA	MV BATTERY BOLT	PEG9	1
6509297AA	MV HATCH SHOCK STUD 08	S1-7	1
6509407AA	BOLT	S1-6	4
65232	OIL DRAIN PLUG 14X1.25	CAB2-2	1
65263	TS OIL DRAIN PLUG ASSY	CAB2-2	3
68003697AC	FRONT CALIPER 08 MV	S3-2	1
68003697ACC	CALIPER CORE	CORE BANK	1
68003699AA	RF CALIPER BRACKET	S3-3	2
68003706AA	MV CALIPER BOLT KIT 08 FRONT	S3-4	4
68003707AC	FRONT CALIPER 08 MV	S3-2	1
68003707ACC	CALIPER CORE	CORE BANK	1
68003777AA	MV CALIPER PIN KIT REAR	S3-5	2
68018555AAP	MV MERCEDES TRANSMISSION	CAB2-7	17

	FILTER		
68023327AC	MV C/MEMBER	S16	1
68023328AA	RADIATOR BRACE	PEG2	4
68023335AB	MV LT FENDER BRACKET	PEG2	1
68028050AB	LISC LIGHT ASSY	S16-6	1
68028440AB	MV REAR BLADE 08	PEG4	1
68029175AA	MV RESISTOR BLOWER	S10-3	1
68029178AC	MV SWITCH POWER WINDOW PASS DOOR	S9-2	1
68029719AB	MV BLOWER MOTOR 08 FRONT	S10-1	1
68029848AD	CALIPER	S4-4	1
68029848ADC	CALIPER CORE	CORE BANK	1
68029849AD	MV CALIPER REAR	S4-4	1
68029849ADC	CALIPER CORE	CORE BANK	1
68030655AA	MV WINDOW REG 08 UP DRIVER SIDE	S14-1	1
68030661AA	MV WINDOW MOTOR 08 UP	S14-2	1
68030834AA	SEAL AC	S10-3	2
68031388AA	MV CRANK RETAINER REAR	S8-2	1
68031968AA	AC LINE SEAL	S10-3	3
68032108AA	AC SEAL	S10-3	2
68032275AB	MV HEADLIGHT HARNESS CONN	S16-4	1
68032913AA	MV WIPER ARM CAP REAR	PEG5	2
68040225AA	MV INNER TIE ROD 08 UP	S4-2	3
68042864AC	MV STRUT 08 UP	S3-1	4
68042866aa	cabin filter dc		31
68045336AA	MV FAN MODULE PIGTAIL 08 UP	PEG1	1
68049176AB	R/R CALIPER 17 WHEEL	S8-5	1
68049177AB	LEFT REAR CALIPER	S8-5	1
68053288AC	MV ABS MOD 09-10	S4-3	2
68057718AA	MV EXPANSION VALVE REAR 08	S10-3	3
68057721AA	MV BLOWER MOTOR RESISTOR REAR	S10-3	1
68060507AA	MV FUEL PUMP	S8-2	1
68064503AB	MV DOOR HARNESS	S12-2	1
68064507AB	HARNESS DOOR	S12-2	1
68064801AD	MV 2011 BRAKE BOOSTER	S4-4	1
68065088AB	MV VENT WINDOW SWITCH 10	S9-3	1
68066878AA	MV KEY FOB	CAB3-1-19	1
68078306AA	MV WIPER ARM REAR 08 UP	PEG4	1
68078604AA	TIMING COVER GASKET KIT	S8-3	3

68078768AA	MV TPMS SENSOR	S1-5	1
68078772AC	MV PINCH SENSOR	S3-1	2
68078886AC	MV SLIDING DOOR HARNESS	S12-2	1
68079589AA	MV FRONT SEAL 2011 3.6 L	S1-9	1
68079744AD	MV OIL FILTER 3.6 L 11 NEWER	CAB1-2	12
68084862AA	MV BATTERY HOLD DOWN	PEG9	1
68087340AA	MV WATER PUMP GASKET 2011 UP	S9-1	1
68100708AA	MV FOGLIGHT COVER 2013	S15-3	1
68105838AA	MV PCV HOSE 3.6L HOSE	S1-8	1
68110871AA	MV MASTER WINDOW SWITCH	S9-3	1
68125729AB	MV REAR STEP WITH CHROME	S16	2
68127990AB	MV REAR HUB SENSOR 2013	S10-4	1
68140000AA	STABILIZER BUSHING	S1-7	2
68141126AA	MV CONSOLE SWITCH	S9-2	1
68142156AA	FAN RELAY AND PIGTAIL ASSY	S1-5	1
68144165AA	CALIPER PIN SET	S3-4	2
68144206AB	MV REAR CALIPER 17IN WHEEL	S8-5	1
68144207AB	CALIPER LEFT REAR	S8-5	1
68144549AD	REAR SHOCK 2011-14	S3-1	3
68156146AA	MV TIE ROD OUTER 2011 UP	S3-5	1
68157856AA	MV TIE ROD INNER 2011	S3-5	3
68164490AA	MV EXPANSION VALVE 08 FRONT	S10-3	1
68210979AA	SPRING ISOLATOR	S4-1	1
68223854AA	3.6 L REAR MAIN SEAL	S8-4	1
68226707AA	MV POSITIVE TERMINAL 2014	S5-3	3
68226708AA	MV NEGATIVE BATTERY TERMINAL 2014	S5-3	3
68261930AA	KIT 6 WAY FEMALE	S9-1	5
68298866AA	MV WINDOW MASTER SWITCH	S9-3	1
68299450AA	MV AC BLEND DOOR	S9-2	1
6830	COOLANT FLUSH KIT	S16-6	4
68320463AA	MV AIR DAM	S16	1
68369289AA	MV STRUT MOUNT	S4-1	4
68425713AA	CLOCKSPRING(56046497AF)	S12-3	1
69227-08030B0	HANDLE COVER	S12-3	3
6K908	LTC SERPENTINE BELT	PEG1	1
6L3Z7H103AA	MM SPEED SENSOR	PEG9	1
6U5Z17700AA	rearview mirror assy	S6-1	1
6W1Z1007A	WHEEL	STAIR	1
6W1Z16C826AB	LTC HOOD LIFT	S3-3	2
6W1Z19980AA	LTC AC CONTROL	S7-2	1
6W1Z2078AA	MM BRAKE HOSE LEFT	PEG9	1
6W1Z4234A	AXLE SHAFT 36 SPLINE 28 SPL 3W1Z	STAIR	4

6W1Z5426413A	T/C REAR DR LATCH LT	S7-2	1
6W1Z5E490AA	LTC SWAY BAR BOLT	S3-3	2
6W1Z7E395A	LTC SHIFT CABLE	S7-1	1
6W3Z15A211AA	M GM FOGLIGHT HARNESS	PEG9	1
6W3Z15A434AA	mm harness rf blinker	S6-3	1
6W3Z17E810AA	mm delete	S6-5	1
6W3Z17E811AA	MM DELETE PANEL FOG	S6-5	2
6W3Z5421819AC	driver side door handle	S6-1	2
6W7Z1012AA	LTC LUG NUT	S1-11	1
6W7Z14527BA	MM BEZEL	S7-2	3
6W7Z5413228BAB	CV SCUFF PLATE RH	S12-4	1
6W7Z5413229BAA	STEP PLATE CHARCOAL	S12-5	1
6W7Z5413229BAB	MM STEP PLATE LH	S12-4	1
6W7Z8327B	M GM SPLASH SHIELD FRT BUMP RT 08	PEG2	2
6W7Z8327C	M GM FRT BUMP SPLASH SHIELD LT 08	PEG2	1
701	BG FRIGI QUIET A/C DYE	S16-4	10
708	BG FRIGI-FRESH	S16-6	16
7443cp	bulb		6
75130	SHOP TOWELS		16
75403	DOOR LOCK KNOBS	PEG1	4
770K6	BELT		4
787143	socket h11		19
7W1Z18125A	MM REAR SHOCK	S4-1	1
7W1Z18125G	LTC SHOCK REAR	S4-1	2
7W3Z1130A	MM CENTER CAP 17 INCH	S15-2	1
7W7Z1007CCP	CV STEEL WHEEL	STAIR	1
7W7Z1130A	MM CENTER CAP	S7-1	3
7W7Z5443200A	MM TRUNK LATCH	S7-2	1
7W7Z7052A	LTC TAILSHAFT SEAL	PEG9	2
7WT109	TUBING	S5-2	5
8042	3.6 LTR ENGINE		1
8101	PENRAY FUEL SERVICE	S15-2	1
81048	pin	PEG1	1
8121A-12011	SCION HEADLIGHT	S5-3	1
8122A-12011	DAYTIME RUNNING LIGHTS	S5-3	1
83108	MV DRYER/ACCUMULATOR	S10-2	1
84032	BG BRAKE FLUID	S17-1	3
84040-08020	TS MASTER WINDOW SWITCH	S5-4	1
860	BG BRAKE STOP SQUEAL"""	S16-4	14
86392-AE010	ANT BASE	PEG6	2
87248-08030	HEATER HOSE TEE	S5-4	2
8933	3.3L ENGINE	TIRE	1

		RACK	
89377	3.6L BELT TENSIONER	S9-5	1
8C3Z14028AA	MM DOOR LOCK SWITCH	S6-3	1
8L2Z3A006A	POWER STEERING RESV CAP	PEG9	1
8L8Z13466B	ESC FOGLIGHT BULB	S5-2	1
8L8Z3B676D	FE I-SHAFT	S7-2	1
8L8Z3C611A	ESC SHAFT BOOT	S7-2	1
8W1Z1130D	LTC CENTER CAP CHROME	S15-2	1
8W1Z5461203AA	MM BUCKLE	S7-4	1
8W3Z1007A	MM WHEEL	STAIR	1
8W7Z13412AA	MM LISC PLATE HARNESS	S7-5	1
8W7Z54253A10A	CV WEATHERSTRIP	S12-5	1
9006	CV HEADLIGHT BULB	S16-5	2
9007	MV HEADLAMPS	S16-5	2
9008	HEADLIGHT BULB	S16-5	12
9012LL	CHRY 300 HEADLAMP BULB	S16-6	1
9407	MV SPARK PLUG	CAB2-5	12
9715	MV BRAKE DRUM REAR	S3-3	2
97543-PEDI	STEERING WHEEL COVER	STAIR	1
9M6Z19849A	ESC REAR EXPANSION VALVE HYBRID	S6-3	2
9W1Z54645A04AA	LTC ARMREST LATCH MAGNETIC	S1-11	2
9W3Z17C829A	moulding	S16	2
9W7Z14527AC	HOUSING BEZEL	S7-2	1
9W7Z14528AC	BEZEL	S7-2	1
9W7Z54611B08AC	PRETENSIONER SEATBELT	S7-1	1
9W7Z54611B68AA	SEATBELT RETRACTOR	S7-1	1
9W7Z54611B69AA	RETRACTORS	S7-1	1
AD1032	BUSHING KIT	S4-1	2
AM6Z3A329A	ESC IN SHAFT	S3-2	1
AMS4118	MM HOOD SHOCK SUPPORT	S3-3	2
AMS6124	MV TAILGATE SHOCK	S2-1	2
ASH12154	STRUT ASSY	S4-1	2
AW1Z13832A	MM HORN ASSY	S6-5	2
BKCOE3	BRAKE PIN KIT	S2-4	1
BR54103	CV MM LTC BRAKE ROTOR FRONT	WALL	4
BR54105	CV MM LTC BRAKE ROTOR REAR	WALL	4
BR900524	MV FRONT BRAKE ROTOR 16" WHEEL	WALL	3
BR900526	MV BRAKE ROTORS REAR 08	WALL	4
BR901088	MV BRAKE ROTOR 2014 17 WHEEL FRONT	WALL	5
BR901090	MV REAR BRAKE ROTOR 2014 17 WHEEL	WALL	6

BRAB185	MM ABS SENSOR	S6-1	1
BRPK5681	LTC CALIPER PIN KIT	S2-4	2
BT68	MM TENSIONER	S6-3	2
BW1Z10A936A	jewel	S7-3	1
BW3Z15A434BA	PIGTAIL SIDE MARKER HARNESS	PEG9	1
BW7Z5461200AA	PRETENSIONER	S12-4	1
C371	MV SPRING RAMP ASSIST	CAB3-2	2
CA875	BG HEADLIGHT RESTORATION KIT	S16-4	5
CB85087	LH UPPER CONTROL ARM	S7-4	1
CB85088	RH UPPER CONTROLL ARM	S7-4	1
CERBK041AB	MV AC DISCHARGE HOSE	S11-3	2
CH2503191	MV RH HEADLIGHT 08	STAIR	1
CH2800178	MV LH TAIL LIGHT 08	S13-1	3
CH2800179	MV LH TAIL LIGHT 08 T/COU	S13-1	1
CH2800198	LH TAILAMP TOWN AND COUNTRY	STAIR	3
CH2800199	MV TAILAMP ASSY 2011 LH SIDE	S13-1	1
CH2801198	RH TAILAMP ASSY 11-15 T&C	STAIR	3
CH2801199	MV TAILAMP ASSY 2011 RH SIDE	STAIR	2
CH3113102	MV COOLING FAN RIGHT 04-06	STAIR	1
CH3115123	MV LEFT COOLING FAN 05	STAIR	1
COOLANT	ANTIFREEZE	TANK	96
core trans	depoist trans		2
CVRT54103	FRONT BRAKE ROTOR MERC LTC	WALL	1
CVRT54105	REAR BRAKE ROTOR MERC LTC	WALL	1
CVYS249	FORD IDLER PULLEY	S7-3	4
D1056	CHRY 300 FRONT PADS	S2-4	1
DG508	CV MM LTC SPARK PLUG COIL	S7-5	4
DX416	UPPER CONTROL ARM RH	S7-4	1
DX560	MM TIE ROD END RH SIDE	S4-3	5
DX561	MM TIE ROD END LH SIDE	S4-3	5
DX602	LOWER CONTROL ARM RH	WALL	2
DX603	LOWER CONTROL ARM LH	WALL	1
DX685	MM STRUT ASSY	S4-2	8
DY1034	CV 02 SENSOR DOWNSTREAM	S6-5	16
E2157	CV FUEL PUMP	S7-4	29
E83Z9F670A	CV IAC GASKET	S5-4	1
E9SZ1424A	CV SPARETIRE HOLD WASHER	S1-11	1
EM3038	TRANSMISSION MOUNT	S5-5	1
engine cores	3.6 dodge vans		5
ES70599	MV INJECTOR O-RING	CAB3-2	2
EV279	PCV VALVE	S1-10	1
EV281	MM PCV VALVE	S1-10	1
F02592227	MM FOGLIGHT	S12-1	2

F2AZ9B242A	CV FUEL BUTTON	S1-10	1
F2UZ1521999A	door lock guide	PEG1	1
F2UZ7H183A	CV TAIL HOUSING PLUG	S7-5	1
F2VYZA191A	MM TRANS PAN GASKET	S8-2	1
F3LY7A039A	MM TRANSMISSION HOUSING	S7-5	1
F3TZ7L278A	CV COLUMN KIT BUSHINGS	S1-10	6
F4SZ9B989AA	MM TPS SEN	S1-5	2
F65Z9E936BA	LTC THROTTLE BODY GASKET	S7-2	1
F6AZ5410182AA	CV RETAINER	S7-5	4
F7AZ7086A	CV MM TAILSHAFT GASKET	S7-5	1
F8AZ13550AA	lisc lamp	S7-5	2
F8AZ13N020AA	clip	S7-3	3
F8AZ18519AA	CV AC FAN CONTROL KNOB	S7-3	2
F8AZ5K484AA	CV SWAY BAR LINK	S3-3	1
F8CZ8A223AA	FORD EMBLEM	S14-2	1
F8SZ14526AA	20 AMP FUSE	CAB3-1-18	1
F8VZ13550BA	LTC LICENSE PLATE LIGHT LENS	S7-3	1
F8VZ54432A38AA	CV TRUNK SWITCH	S1-11	4
F90006	HARNESS	S16-5	1
FA1884	MKX AIR FILTER	S8-1	1
FA1912	MKZ AIR FILTER	S8-1	1
FC1074	MM YELLOW GAS CAP	CAB2-3	2
FG872	ESC FUEL FILTER HYBRID	S5-2	1
FG986	CV MM LTC FUEL FILTER	CAB1-6	1
FL500S	MKZ OIL FILTER ASSY	S8-1	2
FL910S	FOCUS C-MAX OIL FILTER	S5-3	2
FO2503222	HEADLIGHT GM	STAIR	1
FO2593227	MM FOG LAMP ASSY	S12-1	1
FO2801173	MM TAIL LIGHT 08 RT	STAIR	1
FO2801210	FORD ESCAPE RT TAILLENSE	S11-1	1
FOZZ18A287A	RETAINER	S15-1	2
FP66	ESCAPE CABIN AIR FILTER	S5-2	2
FT1167	CV MM LTC TRANS FILTER	CAB1-5	4
FT172	MKZ TRANS FILTER	S8-1	2
GWBN44100	GLOVES LATEX		1
GWON46100	LATEX GLOVES		2
H10	TC FOG LIGHT BULB	S16-4	7
H11	LIGHT BULB	S16-4	2
H7	HEADLIGHT BULB	S16-4	7
H75	FORD KEY	CAB3-1-18	31
H92PT	MM KEY	CAB3-1	1
HP2830	BATERY LUGS	PEG1	1

HUB35	HUB BEARING	S5-5	1
JACKMV	JACK ASSY	TIRE RACK	2
JBW8276	COLD WELD		4
JK6926	MM DRIVE BELT	PEG1	1
L000PSX24W	MV FOG LIGHT BULB	S16-5	2
LP21CS	LICENSE LITGHT	S17-1	1
LS44	194 SOCKET PIGTAIL	PEG9	2
M1204	MV OIL FILTER 08-10	WALL	21
M1210	CV OIL FILTER & LTC"""	CAB2-6	24
MM1072	BLOWER WHEEL	S15-1	1
MM891	CV BLOWER MOTOR	S15-1	2
MM901	LTC BLOWER MOTOR	S15-1	1
MM929	MM BLOWER MOTOR	S15-1	2
MOGUL	FAN MODULE FORD	S6-3	4
MS928081	MV INTAKE MANIFOLD SET	S8-3	2
OS18757	TRANS PAN GASKET	S8-3	1
OS30622R	MV OIL PAN GASKET 3.3	S8-2	1
OS30833	3.6L OIL PAN GASKET	S8-2	1
P931	MM BRAKE HARDWARE KIT FRONT	S2-4	8
PA5432	TS AIR FILTER	CAB2-2	2
PA5567	ESC HYBRID AIR FILTER	S5-3	1
PA6165	MV AIR FILTER 3.6 L	CAB2-6	7
PDRBR55066	ROTOR		1
PF1703	ESC OIL FILTER	S5-2	1
PF1768	TP OIL FILTER	CAB2-3	1
PF5277	FUEL FILTER	CAB1-6	1
PF53	CV OIL FILTER POLICE ED	CAB2-4	1
PR020	ESC WIPER BLADE	PEG5	2
PRT5944	PRIUS FRONT ROTORS	S8-5	2
PS383	MM ELECTRIC FUEL PUMP	S6-3	1
PW464	MM WATER PUMP 08	S6-2	1
Q8-6209-SC	RETRACTOR	S14-2	2
Q8-6325-A	LAP AND SHOULDER BELT REGULAR	S14-1	6
R134	FREON	FREON	92
R5111104AC	AC COMPRESSOR	S10-4	1
R8090720AH	REMAN TRANS		6
R8259595ABC	3.6LTR ENGINE CORE	CORE BANK	4
RF272	MM COOLING FAN	STAIR	2
RH881D5AA	SHIELD	PEG2	1
RR-28	MM FAN CONTROL	S6-3	2

RS527	cv radiator cap	S1-4	1
RT1234	CV THERMOSTAT	S1-4	1
S324C4BLK	FLOOR MATS	S8-4	4
SA1001RM	MM STARTER	S5-5	1
SA1001RMCORE	SA1001RMCORE STARTER	CORE BANK	2
SL82315	SWAY BAR LINK	S4-5	4
SL85005	SWAY BAR LINKS	S3-2	2
SM5679	STRUT MOUNT	S4-1	2
SPP137E	TS SPARK PLUG BOOT	S5-4	6
starter core	core		1
STP202C	CV P/S PUMP	S5-5	1
SW5219	STOP LAMP SWITCH	S7-3	2
SW6524	CV TURN SIGNAL SW 04-UP	S5-5	1
SW6950	MM LOCK ACTUATOR	S6-1	1
SW7193	MM WINDOW SWITCH	S6-3	1
SW7194	CV WINDOW SWITCH	S6-2	1
SW7225	SEAT SWITCH	S6-2	1
SW7241	mm master window switch	S6-3	1
SW7262	SWITCH	S6-2	1
SYN	OIL	TANK	505
T4	SYNTHETIC TRANS FLUID T4	TANK	765
TO2503172	TS HEADLAMP	STAIR	1
TX515	ESC SHAFT	S3-2	1
TZ911D5AA	SHIELD	PEG2	1
VS50564R	CV VALVECOVER GASKET	S8-2	1
w20014	brake fluid		4
W520214S440	MM TIE ROD NUT	S4-3	14
W708543S436	CV SPARE TIRE HOOK	S1-11	1
W710298S441	MM RS UPPER CONTROL ARM	S3-3	3
WLM149	MM WINDOW MOTOR RH SIDE	S6-1	1
WLR1	MM PASS WINDOW REGULATOR	S6-1	1
WLR3	MM DRIVERS SIDE WINDOW REGULATOR	S6-1	1
WPT1361	FAN CONNECTOR	S9-1	1
WPT1499	HEADLIGHT PIGTAIL 9008	S16-5	1
WPT605	MM BLOWER MOTOR WIRING PIGTAIL	S15-1	2
XF2Z1621850AA	DOOR LOCK KNOBS	PEG1	2
XW7Z5443720AA	MM TRUNK WEATHERSTRIP	S12-5	2
YF2448	LOW SIDE SCHRADER VALVE	PEG9	1
YF2959	ORING	S1-9	1
YF3534	MM SEAL KIT AC	PEG9	4
YH1717	MM BLOWER RESISTOR	S6-3	1

YH1750	ESC DOOR ACTUATOR BATTERY	S5-2	1
YH1754	MM AC BLEND	S6-3	4
YH1755	LTC BLEND DOOR ACT	S6-2	2
YH1766	MM BLEND DOOR ACTUATOR	S6-3	1
YH1800	CV BLEND DOOR ACT MANUAL COPS	S6-3	1
YH1818	LTC BLOWER RESISTOR	S6-3	1
YH1826	MM CONTROL RELAY	S6-3	1
YH588	CV BLOWER SWITCH	S7-3	1
YS249	MM IDLER PULLEY	S6-3	1

Schedule 1.1(e) to Asset Purchase AgreementTelephone and fax numbers, domain names, and trade names

Following numbers, to the extent owned by Seller:

<u>Number:</u>	<u>Queue:</u>	<u>Extension SA:</u>	<u>Name:</u>
<u>2102222222</u>	San Antonio Main	8667	Kevin Duray
<u>2104615460</u>	SA SafeRide	8666	John Bouloubasis
<u>2104615465</u>	VIA Express Dispatchers	8637	Randy Cardenas
<u>2106460235</u>	Special Accounts SA	8636	Accounts Receivable
<u>2106508603</u>	VIA Special Accounts	8634	Cashiers
<u>2106508615</u>	MOD SA	8631	Mario Robledo
<u>2106508620</u>	SA Dispatch	8623	Sal Zuniga
<u>2106508627</u>	SA Dispatch	8621	Bill Kellogg
<u>2106555465</u>	VIA LINK	8611	Cynthia Velez
<u>2106666666</u>	VIA Express Customers	8601	Andrew Rocha
<u>2108268294</u>	Towncar SA	8626	SA Conference Room
<u>5124347713</u>	MOD Colombia		
<u>5124347756</u>	Austin SafeRide	7883	Felipe Gonzalez
<u>5124347772</u>	Austin Dispatch	7775	Julia Garcia
<u>5124347773</u>	Austin Dispatch	7760	John Bouloubasis
<u>5124347777</u>	Austin Special Accounts	7733	Scarlet Mccarther
<u>5124529999</u>	Austin Main Line	7724	Austin Office
<u>7132230303</u>	MSP	7720	Lauren Smith
<u>7132244445</u>	Houston Delivery	7716	Yvonne Rigolo
<u>7132252666</u>	Fiesta Taxi	7716	Claims
<u>7132361111</u>	Houston Main Line	7714	Austin Main Office
<u>7132361122</u>	Houston		
<u>7132368755</u>	Houston Dispatch	5913	Service Writer
<u>7132368877</u>	Houston Towncar	5904	Melinda Malek
<u>7132369400</u>	Fiesta Dispatch	5903	Chris Aguirre
<u>7132369401</u>	Fiesta Taxi Dispatch	5902	Ozzy Gonzalez
<u>7132369402</u>	Fiesta Dispatch	5885	Paula Cooper
<u>7134285712</u>	Houston Dispatch	5870	Susan Paschal
<u>7134285714</u>	Houston Conference room	5866	Manuel Huaman
<u>7134285789</u>	Houston Logisticare	5865	Christi Bernard
<u>7134285828</u>	Customer call driver (app)	5836	Melissa Mcghee
<u>7134285844</u>	Houston accounts	5832	Julia Saldana
<u>7134285846</u>	Houston Dispatch	5830	Don Helmer

<u>7134285860</u>	Metro Starters	5824	Cashier
<u>7134285883</u>	Metro Starters	5823	Cashier
<u>7134285884</u>	Metro Starters	5815	Nick Plaznich
<u>7134285888</u>	MSP Spanish	5811	Francis Valeriano
<u>7134285999</u>	Metro	5810	Lobby
<u>7136990000</u>	United	5809	Rosario Harter
<u>7137378423</u>	Houston Townecar	5805	Customer Service/Safety
<u>9563295017</u>	Micro Mcallen Dispatch	5766	Yaling Zhang
<u>9563295018</u>	Micro Mcallen CS	5763	Rose Estrada
<u>8325531710</u>	Direct Driver Connect (app)	5756	Lobby Rose
<u>5124441010</u>	10/10 Taxi	5753	Jessica Hubbard
<u>7134285738</u>	Houston Special Accounts	5751	Jeanette Johnson
		5745	Lisseth Deltoro
		5731	Danny Davis
		5729	Lobby francis
		5728	Claims Intake
		5722	Ana Marie Munoz
		5721	Kayla Ruiz
		5720	Pete Arzola
		5717	Jacob Garza
		5716	Ericka Zamarripa Houston Conference
		5714	Room
		5705	Pamela Jefferson
		5704	Brenda Hagger
		5702	Mike Spears
		5701	Pete Arzola

The following trade names: Greater San Antonio Transportation Company, GSATC.

Fax numbers, domain names and URLs used by Seller in connection with the Business.

**Schedule 3.5 to Asset Purchase Agreement**

**Assumed Contracts**

None, other than Seller's obligation to transfer title to Vehicles upon the full satisfaction of promissory notes issued by Seller's drivers.

**Schedule 3.7 to Asset Purchase Agreement**

**Compliance with Laws and Governmental Authorizations**

City permit and self-insurance certificates held by Seller may be affected by the bankruptcy filing.

A

**Schedule 3.8 to Asset Purchase Agreement**

**Legal Proceedings**

[Attached]

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## ATTACHMENT SOFA #7

Plaintiff(s)	Court	Case #	ENTITY INVOLVED
SUTTON, Derrick/JUNIOR, June v. Greater Houston Transportation Company	Harris Co. Court at Law No. 2	1310627	Greater Houston Transportation Company
WARD, Delmyrin v. Edward Williams and Greater Houston Transportation Company	Harris Co. Court at Law No. 3	116979	Greater Houston Transportation Company
MORRIS, Shirley v. Greater Houston Transportation Company and AMARAL, Mark A.	Harris Co. Court at Law No. 2	1126060	Greater Houston Transportation Company
ABEDEN, Zahid v. Greater Houston Transportation Company	Harris Co. Court at Law No. 1	1140369	Greater Houston Transportation Company
ACCC Insurance Company v Greater Houston Transportation Company, dba United Cab Company & CESAR, LUIS ESCOBAR	Harris Co. Court at Law No. 4	1142853	Greater Houston Transportation Company
PHEAM, Hong & Greater Houston Transportation Company & Rana Khan	Harris Co. Court at Law No. 4	1144791	Greater Houston Transportation Company
MORALES, Jr., Felipe et al v. Greater Houston Transportation Company, Cab Admin Services, Inc.	Harris Co. Court at Law No. 2	1148554	Greater Houston Transportation Company
RODRIGUEZ, Felipe & MORALES, Minor v. Greater Houston Transportation Company, dba IC Company and/or YC & Nancy Frederica Clemons	Harris Co. Court at Law No. 1	1150477	Greater Houston Transportation Company
CENTRAL Mutual Ins Co & Charles Helms, Jr. v. Greater Houston Transportation Company dba YC	Harris Co. Court at Law No. 3	1154856	Greater Houston Transportation Company
AUSTIN FIRE & CASUALTY INSURANCE COMPANY, et al v. Alstate Fire & Casualty Insurance Company	Harris Co. Court at Law No. 4	1155225	Greater Houston Transportation Company
Greater Houston Transportation Company dba Yellow Cab	Harris Co. Court at Law No. 3	1155439	Greater Houston Transportation Company
BEDFORD, Tashay v. Greater Houston Transportation Company	Harris Co. Court at Law No. 3	1155800	Greater Houston Transportation Company
AUTO CLUB COUNTY MUTUAL INS. CO. v. Greater Houston Transportation Company & Rene R. Burrios	Harris Co. Court at Law No. 3	201855270	Greater Houston Transportation Company
TAYLOR, Quintin and COLLINS, Arletta v. Greater Houston Transportation Company dba YC	129th Civil District Court - Harris County	201935713	Greater Houston Transportation Company
DE LA GARZA, Sarah v. Greater Houston Transportation Company dba YC & RAZA, Ahmed	129th Civil District Court - Harris County	201937953	Greater Houston Transportation Company
HARRISON, Robin F. v. HALL, James A. & Greater Houston Transportation Company dba YC	215th Civil District Court - Harris County	181200486957	Greater Houston Transportation Company
Alvarez, Kennia v SANT GINAT	Judge Court, Harris County, Precinct 1, Place 3	181200486957	Greater Houston Transportation Company
GEICO-TAYLOR, LASHAMICA v Pierre Marque & Greater Houston Transportation Company	Justice Court, Harris Co. - Precinct 5, Place 1	195103290264	Greater Houston Transportation Company

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AMICA Mutual Insurance Company as Subrogee of Patrick Moore v Greater Houston Transportation Company & Mohamed Matick Barry	AMICA Mutual Insurance Company	Judge Court, Harris County, Precinct 1, Place 1	20110023321	Greater Houston Transportation Company
ALLSTATE Fire & Casualty Insurance Company as Subrogee of Gwen Read v Greater Houston Transportation Company & Sharlene Chatman	Allstate Fire and Casualty Insurance Company ss Subrogee of Alessandro Nisman	Judge Court, Harris County, Precinct 1, Place 1	20110023362	Greater Houston Transportation Company
JENNINGS, Richard v Greater Houston Transportation Company, Alina Yagho Bruce & Larry Conrad Ochs	Jennings, Richard	Justice Court, Harris County, Precinct 1, Place 2	20120018926	Greater Houston Transportation Company
GLESBY, Gary v Greater Houston Transportation Company & Alabamian Mala Kebbe	Glesby, Gary	Justice Court, Harris County, Precinct 1, Place 2	20120019122	Greater Houston Transportation Company
WILLIAMS, Sophonia v Greater Houston Transportation Company & Sharonda Denise Henson	Williams, Sophonia	Justice Court, Harris County, Precinct 5, Place 2	21520014723	Greater Houston Transportation Company
AMWINS Specialty Auto, Inc. v/o Old American County Mutual as Subrogee of Karen Hernandez v Greater San Antonio Transportation Company & Luis R. Borrego Mas	AMWINS Specialty Auto, Inc.	JP Court - Bexar Co., Precinct 1, Place 2	122000181	Greater San Antonio Transportation Company
STATE FARM v. Greater San Antonio Transportation Company Inc.	State Farm	JP Court - Bexar Co., Precinct 1, Place 2	1251900219	Greater San Antonio Transportation Company
Steele v. Greater Houston Transportation Company/DSK, INC.	Steele, Erica	270th Civil District Court - Harris County	2015-54117	Greater Houston Transportation Company
PENIZ/Perez v. Greater Houston Transportation Company ds/DELWYNDE NIKKEMA	Perez, Diane & Ricky	234th Civil District Court - Harris County	2015-32437	Greater Houston Transportation Company
VERA, Raymond v. Greater Houston Transportation Company - JAMES FALL	Vera, Raymond	80th Civil District Court - Harris County	2015-57400	Greater Houston Transportation Company
ALARCON v. Greater San Antonio Transportation Company and Lorraine Davis, Destiny	ALARCON, YOLANDA	408th Judicial District Court - Bexar Co., Bear County District Clerk	2016CL19753	Greater San Antonio Transportation Company
DAVIS, Destiny v. Greater Houston Transportation Company	Davis, Destiny	234th Civil District Court - Harris County	2017-44036	Greater Houston Transportation Company
SANCHEZ, Ruben v. Greater Houston Transportation Company & TIRTEL TURNER	Sánchez, Ruben	270th Civil District Court - Harris County	2017-78833	Greater Houston Transportation Company
ALMOND, James v. Manroor Ahmad and Greater Houston Transportation Company	Almond, James	270th Civil District Court - Harris County	2017-79565	Greater Houston Transportation Company

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ESTARZA, Mary & MARTINEZ-DUEÑAS, Zulma v Greater San Antonio Transportation Company & GOTOM, Rabal	Estarza, Mary Duenas, Zulma	437th Judicial District Court	2017-0-1728	Greater San Antonio Transportation Company
NEWKIRK, Annaleigh CRUZ et al. v HUSKIN, Taz et al	NEWKIRK, Annaleigh CRUZ	165th Civil District Court - Bexar Co.	2017C12337	Greater San Antonio Transportation Company
GORIA, Stephanie v KADAKISH and Greater San Antonio Transportation Company	GORIA, Stephanie	Bexar Co. Court at Law No. 10	2017CV04555	Greater San Antonio Transportation Company
SALDIVAR, Nancy L. MAXWELL, Individua & Greater Houston Transportation Company	SALDIVAR, Nancy L	25th Civil District Court - Harris County	2018-22725	Greater Houston Transportation Company
JACSON, Margaret v BURKH-LEWIS, Renita D.	Jackson, Margaret	215th Civil District Court - Harris County	2018-5459	Greater Houston Transportation Company
SANTILLAN, SMITH v Greater Houston Transportation Company and SETH BIZMANA	Santillan, Smith	338th Civil District Court - Harris County	2018-9555	Greater Houston Transportation Company
BROWN, Gail (John Wesley Brown-deceased) <sup>11</sup> Greater Houston Transportation Company & Adriji Fonjuc	Brown, Independent Executrix of the Estate of John Wesley Brown, Jr., Deceased, Gail	270th Civil District Court - Harris County	2018-45707	Greater Houston Transportation Company
GAONA, Mata v HALL, James & Greater Houston Transportation Company	GAONA, Maria	61st Civil District Court - Harris County	2018-4824	Greater Houston Transportation Company
RAMOS, Jose v Greater Houston Transportation Company, TX, CAB	Ortiz, Emmanuel	157th Civil District Court - Harris County	2018-58315	Greater Houston Transportation Company
JONES, Willie Lee/JONES, Dion v Greater Houston Transportation Company	JONES, Willie Lee	188th Civil District Court - Harris County	2018-59192	Greater Houston Transportation Company
JONES, Don v Greater Houston Transportation Company aka VC & VBCOVS	JONES, Don	190th Civil District Court - Harris County	2018-58067	Greater Houston Transportation Company
BARRILAS, Marion v Greater Houston Transportation Company & ADIVATO	Barrillas, Marion	61st Civil District Court - Harris County	2018-57895	Greater Houston Transportation Company
RYNNE, Mary v Greater Houston Transportation Company, Kamran SALIM	RYNNE, Mary	281st Civil District Court - Harris County	2018-75572	Greater Houston Transportation Company
GONZALEZ, Damaris & FLORES, Hilda v Greater Houston Transportation Company aka VC	GONZALEZ, Damaris & Flores, Hild	259th Civil District Court - Harris County	2018-78472	Greater Houston Transportation Company
HAWKINS, Vanika v VIEYRA, Carlige	Hawkins, Vanika	139th Civil District Court - Harris County	2018-79268	Greater Houston Transportation Company
PRINGLE, Karl and ANDERSON, Haley v Greater Houston Transportation Company	Pringle, Karl Anderson, Haley	281st Civil District Court - Harris County	2018-80101	Greater Houston Transportation Company
JONES, Deborah A. v Greater Houston Transportation Company and ZEFU WANKA, KOBOTO	JONES, Deborah A.	151st Civil District Court - Harris County	2018-81771	Greater Houston Transportation Company
OLATUNBOSUN, Emmanuel and RAMOS, Paul vs. Greater Houston Transportation Company aka VC	Olatunbosun, Emmanuel	259th Civil District Court - Harris County	2018-83550	Greater Houston Transportation Company

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TEMESAN, Julian Alex v. Sturrock, Shannan Diboyd / EAGLE, Shanta Michelle v Greater Houston Transportation Company dba YC et al	Chantal Lester	133rd Civil District Court - Harris County	2018-24555	Greater Houston Transportation Company
BALDEZ, Nancy v. Greater Houston Transportation Company and SHARON AL	BALDEZ, Nancy	125th Civil District Court - Harris County	2012-84712	Greater Houston Transportation Company
WILLIAMS, Keharia v. Greater Houston Transportation Company & Philip Mbianda Aweh	WILLIAMS, Keharia	55th Civil District Court - Harris County	2018-85333	Greater Houston Transportation Company
HANCOCK, Mary v. Greater San Antonio Transportation Company, DIRSHAYE	HANCOCK, Mary	45th Civil District Court - Bexar Co.	2018CD0223	Greater San Antonio Transportation Company
HILL, Raymond v. YELLOW CAB TAXI and JESSE	HILL, Raymond	131st Judicial District Court - Bexar Co.	2018SC0738	Greater San Antonio Transportation Company
DEL CUETO, Andrew v. Nunes, Robert and Greater San Antonio Transportation Company	DEL CUETO, Andrew	166th Civil District Court - Bexar Co.	2018CD0373	Greater San Antonio Transportation Company
REYES, Blanca v. ABDAUAH, Nasareldin & Greater San Antonio Transportation Company	REYES, Blanca	285th Judicial District Court - Bexar County	2018CD06510	Greater San Antonio Transportation Company
GONZALEZ, Melinda v. Greater San Antonio Transportation Company, FLORES, A	GONZALEZ, Melinda	73rd Judicial District Court - Bexar Co.	2018CD13144	Greater San Antonio Transportation Company
BUCK, Jack Lee/POWER, Lee v. Greater San Antonio Transportation Company & Alberto Flores	BUCK, Jack Lee/POWER, Lee	168th Civil District Court - Bexar Co.	2018CD14194	Greater San Antonio Transportation Company
ALVARADO, Roberto v. FAROCQ, Abdur & Greater San Antonio Transportation Company	ALVARADO, Roberto	285th Judicial District Court - Bexar County	2018CD17629	Greater San Antonio Transportation Company
RUIZ, Frank et al v. Greater San Antonio Transportation Company & HOSSAIN, Singer	RUIZ, Frank	37th Judicial District Court	2018CD17320	Greater San Antonio Transportation Company
RODRIGUEZ, Joseph v. AFFID and Greater San Antonio Transportation Company	RODRIGUEZ, Joseph	169th Civil District Court - Bexar Co.	2018CD3155	Greater San Antonio Transportation Company
GARCIA, Patricia v. Greater San Antonio Transportation Company, HUMBERTO, Edgar	GARCIA, Patricia	45th Civil District Court - Bexar Co.	2018-CI-24135	Greater San Antonio Transportation Company
SULLIVAN, Ara v Greater Houston Transportation Company & GREEN, Yolanda	Sullivan, Ara	270th Civil District Court - Harris County	2019-03355	Greater Houston Transportation Company
Villafuerte Body Shop v. Greater Austin Transportation Company dba YC	Villa Fuerte Body Shop	Traus Co. Court at Law No. 1	2015-03363	Greater Houston Transportation Company
TORRES, Juan C. v. AREVERSKI, David & YELLOW CAB CO.	TORRES, Juan C.	270th Civil District Court - Harris County	2019-05227	Greater Houston Transportation Company

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BRAGGS, Linda Young v. Greater Houston Transportation Company dba aka YE & Barndale Adewumi & Blanca Rangel/Turner	BRAGGS, Linda Young	270th Civil District Court - Harris County	2019-11085	Greater Houston Transportation Company
ROBERTS, Brady v. FIESTA CAB CO.	Roberts, Brady	25th Civil District Court - Harris County	2019-16276	Fiesta Cab Company
BRAGGS, Linda Young v. YAZOH BERHET HARTSELUS & GREATER HOUSTON TRANSPORTATION COMPANY	BRAGGS, Linda Young	188th Civil District Court - Harris County	2019-19933	Greater Houston Transportation Company
STEWART, Cathy & BLACK, Jeannalynn v. GREATER HOUSTON TRANSPORTATION COMPANY & HOWINGTON, Robert	STEWART, Cathy & BLACK, Jeannalynn	33rd Civil District Court - Harris County	2019-29129	Greater Houston Transportation Company
Mirinda SAVALA v. Mauricio Aguila Barrios & Greater Houston Transportation Company dba yeC	Mirinda SAVALA	125th Civil District Court - Harris County	2019-35689	Greater Houston Transportation Company
SMITH, Everett Harrison II & Rebecca T. v Greater Houston Transportation Company & John Doe	SMITH, Everett Harrison II & Rebecca T.	16th Civil District Court - Harris County	2019-32748	Greater Houston Transportation Company
JUSTICE, Carol Denise v. Greater Houston Transportation Company & MULLS, Jerome	JUSTICE, Carol Denise	215th Civil District Court - Harris County	2019-47562	Greater Houston Transportation Company
BRENT, Kiana N. v Greater Houston Transportation Company & BENGALEY KARAFALAN	BRENT, Kiana N.	33rd Civil District Court - Harris County	2019-53932	Greater Houston Transportation Company
QUIJANO, Anastacia Torres v. FRANCISCO, Arun	QUIJANO, Anastacia Torres	215th Civil District Court - Harris County	2019-57129	Greater Houston Transportation Company
HAMPTON, Nevan v. Greater Houston Transportation Company & FREDERICK	HAMPTON, Nevan	295th Civil District Court - Harris County	2019-64599	Greater Houston Transportation Company
AMADOR, Olvin J. v. Greater Houston Transportation Company & MORAN EVAL	AMADOR, Olvin J.	281st Civil District Court - Harris County	2019-67017	Greater Houston Transportation Company
ARMAS, Daniel v. Fiesta Fists, Inc. dba Fiesta Cab Company & Greater Houston Transportation Company & Cesar Luis Escobar	Armas, Daniel Lopez, Claudia	33rd Civil District Court - Harris County	2019-73285	Greater Houston Transportation Company; Fiesta Cab Company
MORELLO, Lydia v. Ajundeen A. Obaidi	MORELLO, Lydia	151st Civil District Court - Harris County	2019-88372	Greater Houston Transportation Company; Fiesta Cab Company
MARTINEZ, Christilda v. Greater Houston Transportation Company & David Osi	Martinez, Christilda	151st Civil District Court - Harris County	2019-89977	Greater Houston Transportation Company

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HARTRFIELD, Cynthia v. Greater San Antonio Transportation Company & Ahmed Nasheed	Hartfield, Cynthia	224th Judicial District Court - Bexar Co.	2019CI00611	Greater San Antonio Transportation Company
DUMARAS, Myra v. Greater San Antonio Transportation Company, ElMi, Ali Almien	Dumaras, Myra	285th Judicial District Court - Bexar County	2019CI02721	Greater San Antonio Transportation Company
URRUTIA, Victoria & Jonathan v. Greater San Antonio Transportation Company & WORKU, Bashane	Urrutia, Jonathon Urrutia, Victoria	37th Judicial District Court	2019CI09779	Greater San Antonio Transportation Company
AUGUST, Katherine v. Greater San Antonio Transportation Company, MIDONO, Salvatore	August, Katherine	73rd Judicial District Court - Bexar Co.	2019CI01047	Greater San Antonio Transportation Company
BOCANEGRA, Luis et al v. Greater San Antonio Rodriguez, Kimberly	Bocanegra, Tina Rodriguez, Kimberly	285th Judicial District Court - Bexar County	2019CI11950	Greater San Antonio Transportation Company
HODGES, Walter & KIBANE, James N. v. Greater San Antonio Transportation Company	Hodges, Walter Kibane, James	409th Judicial District Court - Bexar Co.	2019CI13394	Greater San Antonio Transportation Company
SCHOBEN, Bryan v. WALKER, Thomas & Greater San Antonio Transportation Company	Schoben, Bryan	Bexar County Civil Court 10	2019CV10053	Greater San Antonio Transportation Company
MARTINEZ, Cynthia v. Greater San Antonio Transportation Company, ElMi, Ali Ahmed	Martinez, Cynthia	Bexar County Civil Court 3	2019CV05089	Greater San Antonio Transportation Company
CELLULAR, Cristina v. Greater San Antonio Transportation Company, ROHAN, Samudhir	Cellular, Cristina	Bexar County Civil Court 3	2019CV07025	Greater San Antonio Transportation Company
GEICO v. Greater San Antonio Transportation Company, AYATULLAH, Adil	GEICO	Bexar Co. Court at Law No. 10	2019CV07414	Greater San Antonio Transportation Company
TERRY, Laura Corina v. Greater Houston Transportation Company & Cortell Coton, Vina Corton, Carlos G McMurtry	Terry, Laura	334th Civil District Court - Harris County	2020-01388	Greater Houston Transportation Company
ZAMORA, Elmer v. Greater Houston Transportation Company, Felix Akinsomini & Wei Loon Ng	Zamora, Elmer	268th Civil District Court - Harris County	2020-01898	Greater Houston Transportation Company
MCPHERSON, James & NEAL, Oliver v. Greater Houston Transportation Company & Falwo Fawehinmi	McPherson, James Neal, Oliver	157th Civil District Court - Harris County	2020-03232	Greater Houston Transportation Company
GARCIA, Carlos v. Greater Houston Transportation Company aka YC and Bahabolum Vehicles	Garcia, Carlos	15th Civil District Court - Harris County	2020-03240	Greater Houston Transportation Company
BROOKINS, Elizabeth v. Greater Houston Transportation Company & Falwo Fawehinmi	Brookins, Elizabeth	80th Civil District Court - Harris County	2020-05560	Greater Houston Transportation Company
UNITED Financial Casualty Company v. Greater Houston Transportation Company	United Financial Casualty Company	113th Civil District Court - Harris County	2020-05878	Greater Houston Transportation Company

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ANSAI, Mostafa v. Greater Houston Transportation Company & Olivadarmola Adesina	AnsaI, Mostafa	11th Civil District Court - Harris County	2020-11-182	Greater Houston Transportation Company
Jenkins, Johnny v. Bainceux, Michael and Greater Houston Transportation Company	Jenkins, Johnny	164th Civil District Court - Harris County	2020-3-2719	Greater Houston Transportation Company
HENSON, Linda v. Appliance Warehouse & Yellow Cab Company of Houston, Inc., et al	Henson, Linda	125th Civil District Court - Harris County	2020-15025	Greater Houston Transportation Company
BRANCH, Theodis v. Greater Houston Transportation Company, Pablo Sosa & Sara Domessie	Branch, Theodis	233rd Civil District Court - Harris County	2020-20655	Greater Houston Transportation Company
ROBBINS, Charles v. Greater Houston Transportation Company dba YC & Fashna Clement	Robbins, Charles	270th Civil District Court - Harris County	2020-2-207	Greater Houston Transportation Company
BENSON, Tommy v. Greater Houston Transportation Company, Tax Fista Ray, Fiesta Cab Company & John Doe	Benson, Tommy	234th Civil District Court - Harris County	2020-2-989	Fiesta Cab Company
JOHNSON, Jamarcus Smith v. Greater Houston Transportation Company dba YC & Tra Chyna Watson	Johnson, Sparkle	61st Civil District Court - Harris County	2020-2-5422	Greater Houston Transportation Company
GROVES, Jamarcus Smith v. Greater Houston Transportation Company	Graves, Jamarcus	333rd Civil District Court - Harris County	2020-27311	Greater Houston Transportation Company
BROWNL, John v. Greater Houston Transportation Company dba YC & Wilbert Rhodes	Brown, John	80th Civil District Court - Harris County	2020-20155	Greater Houston Transportation Company
THRASH, Lorenzo v. Greater Houston Transportation Company dba YCH & John Doe	Thrash, Lorenzo	151st Civil District Court - Harris County	2020-3-1786	Greater Houston Transportation Company
EPPS, Diana v. Greater Houston Transportation Company & Frederick Dewayne Williams	Epps, Diana	151st Civil District Court - Harris County	2020-3-315	Greater Houston Transportation Company
WOLFE, Randy v. Greater Houston Transportation Company & NUOKU, Gokwin Ozemamem	Wolfe, Randy	157th Civil District Court - Harris County	2020-34153	Greater Houston Transportation Company
KISHINEVSKY, Leonid and The Kishinevsky Law Firm PLC v. Greater Houston Transportation Company dba YC	Kishinevsky, Leonid	215th Civil District Court - Harris County	2020-34900	Greater Houston Transportation Company
TORALES, Reginaldo v. Greater Houston Transportation Company dba YC & Hernan Morales	Torales, Reginaldo	80th Civil District Court - Harris County	2020-35655	Greater Houston Transportation Company
JEFFERSON, Juanita v. Greater Houston Transportation Company, Yellow Cab Service Corporation & George Adesina	Jefferson, Juanita	157th Civil District Court - Harris County	2020-35087	Greater Houston Transportation Company

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HODSON, Jacob and HAMILTON, Standi v Greater Houston Transportation Company & Marvis Clemmons	Clemmons, Marvis	157th Civil District Court - Harris County	2020-42777	Greater Houston Transportation Company
EGE, Sharita Michelle v Greater Houston Transportation Company dba YC et al	Ege, Sharita	164th Civil District Court - Harris County	2020-49405	Greater Houston Transportation Company
RICHARD, Betty & Martin v Greater Houston Transportation Company & Hussein Abualf	Martin, Richard	152nd Civil District Court - Harris County	2020-48888	Greater Houston Transportation Company
APALA, Marilyn v Greater Houston Transportation Company & Adalio S. Basa	Apala, Marilyn	11th Civil District Court - Harris County	2020-52756	Greater Houston Transportation Company
PERKINS, Donald & Gloria v Greater Houston Transportation Company dba YC & Lucy's Enabulele	Perkins, Donald	334th Civil District Court - Harris County	2020-55590	Greater Houston Transportation Company
THOMAS, Lareesa v Greater Houston Transportation Company dba YC & Francisco Castillo	Thomas, Lareesa	127th Civil District Court - Harris County	2020-53812	Greater Houston Transportation Company
RUIZ, Marjorie, Individ and Ruiif of R.R. a minor v Greater Houston Transportation Company & Wayne Alan Olson	Ruiz, Marjorie	152nd Civil District Court - Harris County	2020-57479	Greater Houston Transportation Company
OLMBO, Lydia v Greater Houston Transportation Company & Benjamin Emilia Ibarra	Olmbo, Lydia	269th Civil District Court - Harris County	2020-59935	Greater Houston Transportation Company
BROWN, Kerry Dan Jr. v Greater Houston Transportation Company & Lawrence Alan Overbuchi	Brown, Kerry	269th Civil District Court - Harris County	2020-59945	Greater Houston Transportation Company
RAMIREZ, Patricia v Greater Houston Transportation Company dba YC & Benjamin Emilia Ibarra	Ramirez, Patricia	30th Civil District Court - Harris County	2020-67022	Greater Houston Transportation Company
JEFFERSON, Celia v Greater Houston Transportation Company, Carlos Montano & Matthew Alan Workfield	Jefferson, Celia	325th Civil District Court - Harris County	2020-57425	Greater Houston Transportation Company
CONTRERAS, Anna Maria Escutia v Greater Houston Transportation Company & Guy P. Howell	Contreras, Anna Maria	333rd Civil District Court - Harris County	2020-70237	Greater Houston Transportation Company
GARCIA, Horacio v Greater Houston Transportation Company & Terrance Grant	Garcia, Horacio	281st Civil District Court - Harris County	2020-70364	Greater Houston Transportation Company
MONTGOMERY, Nenita v Greater Houston Transportation Company	Montgomery, Nenita	127th Civil District Court - Harris County	2020-72584	Greater Houston Transportation Company
CHARLES, Tyrone v Greater Houston Transportation Company & John Doe	Charles, Tyrone	615th Civil District Court - Harris County	2020-73570	Greater Houston Transportation Company
MARTINEZ, Ariana & BRENT, Richard v Greater Houston Transportation Company, Lupulina Colver & Bojaji O'Sullivan	Martinez, Ariana	127th Civil District Court - Harris County	2020-75877	Greater Houston Transportation Company
ESCHAVARRIA, Juan Antonio Aguirre v Greater Houston Transportation Company dba YC & "John Doe"	Aguirre Echavarria, Juan	289th Civil District Court - Harris County	2020-75902	Greater Houston Transportation Company

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MORRIS, Tanesha v. Greater Houston Transportation Company d/b/a YC & Georgia Stable	Morris, Tanesha	51st Civil District Court - Harris County	2020-8378	Greater Houston Transportation Company
OJUARES, Joshua v. Greater San Antonio Transportation Company d/b/a SA YC & Nasim Dawood	Ojuares, Joshua	438th Judicial District Court - Bexar Co.	2020CO00454	Greater San Antonio Transportation Company
CEPEDA, Jaime H. v. Greater San Antonio Transportation Company d/b/a YC, Brandon R Jones & Mohamed I Haffey	Cepeda, James	165th Civil District Court - Bexar Co.	2020CO3527	Greater San Antonio Transportation Company
KELLY, Jamie v. Greater San Antonio Transportation Company, YC of San Antonio & Donald Wizad	Kelly, Jamie	224th Judicial District Court - Bexar Co.	2020CO8540	Greater San Antonio Transportation Company
MORALES, Jennifer Nicole v. Greater San Antonio Transportation Company & Omidullah Wallizi	Morales, Jennifer	407th Judicial District Court	2020CO15058	Greater San Antonio Transportation Company
LORENZANA, Daniela & Stephanie Mendez v. Greater San Antonio Transportation Company	Lorenzana, Daniela	57th Judicial District Court - Bexar Co.	2020CO15264	Greater San Antonio Transportation Company
AMER, Fathia, Yasmeen Ahman & Eman Aljamari v. Greater San Antonio Transportation Company & Francisco Rodriguez	Amer, Fathia	450th Judicial District Court - Bexar Co.	2020CO2263	Greater San Antonio Transportation Company
MCGILLIS, Amanda ant Cosima Washington, minor v. Greater San Antonio Transportation Company & Sean T. Fistare	McGillis, Amanda	Bexar County Civil Court 3	2020CO20733	Greater San Antonio Transportation Company
MONTRORD, John v. Greater San Antonio Transportation Company & Nasereedin S. Abdallah	Montrord, John	Bexar County Civil Court 3	2020CO01565	Greater San Antonio Transportation Company
RODRIGUEZ, Leandra, et al. v. HALE, Negasi H., Fisher, Lopez, Jr., Robert	Rodriguez, Leandra	Bexar County Civil Court 10	2020CO02120	Greater San Antonio Transportation Company
SEICO County Mutual Insurance Company v. Greater San Antonio Transportation Company & Tsugab T. Shis, Terence & Greater Houston Transportation Company & Eric Wilkinson	Seico County Mutual Insurance Company	Bexar County Civil Court 10	2020CO0552	Greater San Antonio Transportation Company
MAURICE, Becky v. Greater Houston Transportation Company & Nitru Abdoboda	Maurice, Becky	150th Civil District Court - Harris County	2021-17540	Greater Houston Transportation Company
PROFFIT, Curtis v. Greater Houston Transportation Company, Montana Carlos & Matthew Alan Walkerfield	Proffit, Curtis, and Charmin, Gray	155th Civil District Court - Harris County	2021-27630	Greater Houston Transportation Company
MANNERS, David Faunt v. Greater Houston Transportation Company, Carlos Albert Pineira & Dersell L. Murphy	Manners, David	127th Civil District Court - Harris County	2021-20538	Greater Houston Transportation Company
JONKER, Denise v. Greater Houston Transportation Company & GRANT, Terrence Jerome	Jonker, Denise	25th Civil District Court - Harris County	2021-22510	Greater Houston Transportation Company

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SANTOS, Emily v Greater Houston Transportation Company & Chebu Mongel Company aka YC & Taydeuen Aaeo Oshdi	Santos, Emily Barnes, Erica	16th Civil District Court - Harris County 125th Civil District Court - Harris County	2021-25607 2021-26176	Greater Houston Transportation Company Greater Houston Transportation Company
DERROUSSEL, Lillian v Greater Houston Transportation Company & Juan Garcia Company, Steve Harter, Mike Spears, Yaping Zhou & Tarin Keith Safford	DERROUSSEL, Lillian Bugagge, Neema	55th Civil District Court - Harris County 16th Civil District Court - Harris County	2021-25542 2021-25958	Greater Houston Transportation Company Greater Houston Transportation Company
MATONE, Wynell Morris v Greater Houston Transportation Company, dba YC Company & sure Alina	Matone, Wynell Preston, Lauren	113th Civil District Court - Harris County 80th Civil District Court - Harris County	2021-31359 2021-32300	Greater Houston Transportation Company Greater Houston Transportation Company
PROGRESSIVE County Mutual Insurance Company v Greater Houston Transportation Company & Talya City	PROGRESSIVE County Mutual Insurance Company v Progressive County Mutual Insurance Company	55th Civil District Court - Harris County 55th Civil District Court - Harris County	2021-34797	Greater Houston Transportation Company Greater Houston Transportation Company
VASQUEZ, Arturo Serano v Greater Houston Transportation Company & Rene Orlando Barrios	Vasquez, Arturo Williams, Debra	139th Civil District Court - Harris County 125th Civil District Court - Harris County	2021-35522 2021-34723	Greater Houston Transportation Company Greater Houston Transportation Company
WILLIAMS, Debra v Greater Houston Transportation Company	Ramón, Victor	131st Judicial District Court - Bexar Co.	2021C04036	Greater San Antonio Transportation Company
RAMÓN, Victor v Greater San Antonio Transportation Company & Joseph U Navarro	NAVARRA, Gloria	57th Judicial District Court - Bexar Co.	2021-CV-0422	Greater San Antonio Transportation Company
NAVARRA, Gloria v Greater San Antonio Transportation Company, Metro Transportation Company & John Doe	NAVARRA, Gloria Banks, Rose	224th Judicial District Court - Bexar Co.	2021C05861	Greater San Antonio Transportation Company
BANKS, Rose v Greater San Antonio Transportation Company dba San Antonio Yellow Cab & Amail Jay	Aukinson, Elizabeth	Bexar County Civil Court 3	2021CV01539	Greater San Antonio Transportation Company
ATKINSON, Elizabeth v Greater San Antonio Transportation Company & Samade T Salimun	Hernandez, David	Bexar County Civil Court 3	2021CV02147	Greater San Antonio Transportation Company
HERNANDEZ, David v Greater San Antonio Transportation Company & Veronica Evans AAE, Grace v Osame Elsan Karim Ulrich Bin Vasquez, Jorge	Grace, Grace	Justice Court, Bexar County, Precinct 1, Place 1	21S2000212	Greater San Antonio Transportation Company Texas First Rio Grande Valley, Inc.
YASQUEZ, Jorge Luis v Rio Grande Hays, James v Eneka Anthony Egube	Hays, James	39th Judicial District Court	C-1-17-008954	Greater Austin Transportation Company

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SEAFARERS v. Greater Austin Transportation Company dba YC JOHN SOLEMAN, ELIJAH ANDRO	Sigafos, Danya	Travis County Court at Law No. 2	C-1-CV-19-001036	Greater Austin Transportation Company
MYMAR, Misty v. SHEDDI, Justin & Greater Austin Transportation Company	Mymar, Misty	Travis County Court at Law No. 2	C-1-CV-19-001984	Greater Austin Transportation Company
CASNER, John Paul v. Greater Austin Transportation Company & CARL BARNES	Casner, John	Travis County Court at Law No. 1	C-1-CV-19-001748	Greater Austin Transportation Company
GODDING, William & Miracle v. Greater Austin Transportation Company & SHEMO, Abdellahab	Goddng, William & Miracle	Travis County Court at Law No. 2	C-1-CV-19-005677	Greater Austin Transportation Company
PROGRESSIVE COUNTY MUTUAL v. Greater Austin Transportation Company & OMOROGBE, Olanen	Progressive County Mutual Insurance Company	Travis County Court at Law No. 2	C-1-CV-19-010273	Greater Austin Transportation Company
GRICCO Secure Insurance Company v. Asim Zaid	Grccio Secure Insurance Company	Travis County Court at Law No. 2	C-1-CV-20-002442	Greater Austin Transportation Company
U.S.A. General Indemnity Co. v. Greater Austin Transportation Company & Abdellahab A. Shemo	U.S.A. General Indemnity Co.	Travis County Court at Law No. 2	C-1-CV-20-003056	Greater Austin Transportation Company
PROGRESSIVE COUNTY MUTUAL INSURANCE COMPANY v. Greater Austin Transportation Company & Acavina Devine	Progressive County Mutual Insurance Company	Travis County Court at Law No. 2	C-1-CV-20-003276	Greater Austin Transportation Company
NAVABDO, Gerardo, et al. v. Greater Houston Transportation Company, Fiesta Cab Co., & Jonathan Gonzalez (CL-20-1547-AJ-71485-041621012-831R	Navarro, Gerardo Ramirez, Kella	Hidalgo County Court at Law No. 1	CL-20-1547-AJ	Fiesta Cab Company, Greater Houston Transportation Company
STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY v. Greater Austin Transportation Company as Subrogee of Jesus Zamora v. Fiesta Cab Co & Robert Gillie	State Farm Mutual Automobile Insurance Company	Hidalgo Civil Court at Law No. 2	CL-20-3446-3	Fiesta Cab Company
REYNOLDS, Andrea v. Greater Austin Transportation Company & Williams	Reynolds, Andrea	250th Judicial District Court - Travis Co.	D-1-GN-21-005778	Greater Austin Transportation Company
AUNE, Joanne v. Greater Austin Transportation Company	Aune, Joanne	455th Judicial District Court - Travis Co.	D-1-GN-19-006754	Greater Austin Transportation Company
ROMERO/SCHVENNENSEN v. Greater Austin Transportation Company and Abdelkhalik BELBHAR	Romero, Oscar Schvennensen, Stephen	224th Judicial District Court - Bexar Co.	D-1-GN-19-000482	Greater Austin Transportation Company
SCOTTLAND UNDERWOOD v. Greater Austin Transportation Company and Tamra Cruz	Underwood, Scottland	201st Judicial District Court - Travis Co.	D-1-GN-18-001478	Greater Austin Transportation Company
BELL, Michelle v. YC OF AUSTIN & SERATE SOLOMON	Bell, Michelle	455th Judicial District Court of Travis County	D-1-GN-19-002937	Greater Austin Transportation Company
HAVINES, Donita, ET AL v. Greater Austin Transportation Company & ASHLEY WATKINS	Havines, Donita	25th Judicial District Court - Travis Co.	D-1-GN-19-005611	Greater Austin Transportation Company
QUINONES, Nicole v. Greater Austin Transportation Company & KHAN, Said	Quinones, Nicole	25th Judicial District Court - Travis Co.	D-1-GN-19-005201	Greater Austin Transportation Company

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HEREDIA, DEVON v Greater Austin Transportation	Heredia, Devon	25th Judicial District Court - Travis Co.	D-1-GN-19-002754	Greater Austin Transportation Company
Company & Kazuo Ishii	Ishii, Kazuo	345th Judicial District Court	D-1-GN-20-000478	Greater Austin Transportation Company
NIE, Ronald v Greater Austin Transportation Company, ATX Yellow Cab LLC and RCPS	None, Ronald	53rd Judicial District Court	D-1-GN-20-000594	Greater Austin Transportation Company
POLK, Lexus v Greater Austin Transportation Company and Sharma Alka Mohamed	None, Lexus	53rd Judicial District Court	D-1-GN-20-000728	Greater Austin Transportation Company
RODRIGUEZ, Alma Rangel (estate of Mark Rodriguez)	Rodriguez, Alma	53rd Judicial District Court	D-1-GN-20-000779	Greater Austin Transportation Company
v Greater Austin Transportation Company & Lorrie Odell Obasedi	Odell, Lorrie	98th Judicial District Court	D-1-GN-20-002779	Greater Austin Transportation Company
WRIGHT, Tierra & SANCHEZ, Eleonor v Greater Austin Transportation Company & ELANGRAN, Hamid	Wright, Tierra	98th Judicial District Court	D-1-GN-20-002779	Greater Austin Transportation Company
GREEN, Renae v YODERFINE, Adrianna & Greater Austin Transportation Company	Green, Renae	53rd Judicial District Court	D-1-GN-20-002789	Greater Austin Transportation Company
PENALOZA, Gerardo & SANCHEZ, Diana v Greater Austin Transportation Company & Jaffer Zandy	Penaloza, Gerardo	250th Judicial District Court - Travis Co.	D-1-GN-20-003352	Greater Austin Transportation Company
MARTINEZ, Leslie & CHAVEZ, Samantha v Greater Austin Transportation Company & BOCCANEGLIA, Patrick	Sánchez, Diana	251st Judicial District Court	D-1-GN-20-005753	Greater Austin Transportation Company
CABRERA, Juan Sotero v Greater Austin Transportation Company & Beraky Wedgeserial	Cabrera, Juan	250th Judicial District Court - Travis Co.	D-1-GN-20-005740	Greater Austin Transportation Company
MICHELL, Samantha v Jarar	Mitchell, Samantha	Justice of Peace, Precinct 1, Travis County	J-1-GV-19-005612	Greater Austin Transportation Company
KNIGHT*, Kelley Kosta v Greater Austin Transportation Company & Kamran Shah	Knight, Kelley	Justice of Peace, Precinct 2, Travis County	J-2-GV-20-000412	Greater Austin Transportation Company
ARMSTRONG, James / JOSEPH v Greater Austin Transportation Company daa YC, Bryant	Armstrong, James	200th Judicial District Court - Travis Co.	No. D-1-GN-18-005107	Greater Austin Transportation Company
PROGRESSIVE COUNTY MUTUAL v IC Service Corporation & Mohammed Asliwa	Progressive County Mutual	55th Civil District Court - Harris County	2019-44657	Greater Houston Transportation Company
PROGRESSIVE COUNTY MUTUAL INSURANCE COMPANY v PROGRESSIVE COUNTY MUTUAL INSURANCE COMPANY	Progressive County Mutual Insurance Company	157th Civil District Court - Harris County	2019-1-1035	Greater Houston Transportation Company
ISSAC, Palmiti	None, Palmiti	353rd Judicial District Court - Travis Co.	D-1-GN-18-00096	Greater Austin Transportation Company
BOSSOM, Craig A. v AMIR PADSHAHWIR and YELLOW JORDAN, Jonathan v MONINUL MIAH	Bossom, Craig A.	151st Civil District Court - Harris County	2017-24396	Greater Houston Transportation Company
ELLIS, Loria v Milton Birmingham and Greater Houston Transportation Company	Ellis, Loria	157th Civil District Court - Harris County	2018-5841	Greater Houston Transportation Company
SANVEE, George Aquette v. Hamid Benyad	Sanvee, George Aquette	270th Civil District Court - Harris County	2017-7588	Greater Houston Transportation Company

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COUNTEE, Ida v. Greater Houston Transportation Company and others	COUNTEE, Ida	157th Civil District Court - Harris County	2017-52401	Greater Houston Transportation Company
HACK, Kimberly v Greater San Antonio Transportation Company & Waleed Khairi	Hack, Kimberly	22nd Judicial District Court - Bexar Co. Bexar County Presiding Court	2020CI02399	Greater San Antonio Transportation Company
MCDONALD, Patricia v. Greater San Antonio Transportation Company & Anna		43rd Judicial District Court - Bexar Co. Bexar County Presiding Court	2014CH19532	Greater San Antonio Transportation Company
GECO County Mutual Insurance Company v Chester Houston Transportation Company & Michael Jean	Geco County Mutual Insurance Company	Justice Court, Harris County, Precinct 4, Place 1 Harris County, Precinct 4, Place 1	2141R005461B	Greater Houston Transportation Company
BROGGS, Eleanor v Tesfamichael Tesfazgi	BROGGS, Eleanor	1520th Civil District Court - Harris County	2018-50350	Greater Houston Transportation Company
USCIM, Abdu v Sarah Hassan Ismail	Lisium, Alexis	Harris Co. Court at Law No. 1	112835	Greater Houston Transportation Company
THOMSON, Jonas v Timothy Fitzgerald (70775-0324201835)	Thompson, Jonas	Harris Co. Court at Law No. 1	1139623	Greater Houston Transportation Company

**Schedule 6.1(b) to Asset Purchase Agreement**

**Related Agreements**

- Asset Purchase Agreement, dated as of the even date of this Agreement, by and between WHC ATX, LLC and Greater Austin Transportation Company
- Asset Purchase Agreement, dated as of the even date of this Agreement, by and between WHC HTX, LLC, Texas Taxi, Inc., Greater Houston Transportation Company, Fiesta Cab Company, Yellow Cab Paratransit Services, Inc., Eagle Executive Transportation Services, Inc., Eagle WAV, Inc., Hail A Cab App, Inc., and Cab Administrative Services, Inc.

**Exhibit A to Asset Purchase Agreement**

**Bill of Sale**

[Attached]

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## BILL OF SALE

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Greater San Antonio Transportation Company, a Texas corporation ("Seller"), hereby grants, bargains, transfers, sells, assigns, conveys and delivers to WHC STX, LLC, a Texas limited liability company ("Buyer"), all of Seller's right, title and interest in and to the Purchased Assets as such term is defined in that certain Asset Purchase Agreement, dated as of [REDACTED], 2021 (the "Purchase Agreement"), by and between Seller and Buyer, to have and to hold the same unto Buyer, its successors and assigns, forever.

Seller agrees that the representations and warranties of Seller in Article III of the Purchase Agreement apply to this Bill of Sale.

This Bill of Sale will inure to the benefit of and will bind Seller and its successors and assigns.

IN WITNESS WHEREOF, THE UNDERSIGNED PARTIES HAVE DULY EXECUTED THIS BILL OF SALE AS OF [REDACTED], 2021.

**WHC STX, LLC,**

By: WHC Worldwide, LLC, as sole member

By: \_\_\_\_\_

William M. George, as Managing Member

**GREATER SAN ANTONIO TRANSPORTATION  
COMPANY**

By: \_\_\_\_\_

Name:

Title:

**Exhibit B to Asset Purchase Agreement**

**Assignment**

[Attached]

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (“Agreement”) is made effective as of [REDACTED], 2021, between Greater San Antonio Transportation Company, a Texas corporation (“Assignor”), and WHC STX, LLC, a Texas limited liability company (“Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of [REDACTED], 2021 (“Purchase Agreement”); and

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee all of Assignor’s right, title and interest in and to the Assumed Contracts set forth in the Purchase Agreement and Assignee desires to accept such assignment, transfer and conveyance, all pursuant to the terms and provisions hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby act and agree as follows:

1. Assignment and Assumption. Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee all of Assignor’s right, title and interest in and to Assumed Contracts, effective as of the Closing. Assignee hereby accepts the Assignment and assumes all duties, obligations and liabilities of Assignor arising under the Assumed Contracts from and after the Closing.

2. Miscellaneous. Capitalized terms used herein but not otherwise defined shall have the meaning assigned to such terms in the Purchase Agreement. This Agreement may be executed in counterparts. This Agreement shall be binding upon and inure to the benefit of the parties and their successors, legal representatives and permitted assigns. This Agreement shall be governed by the laws of the State of Texas, without regard to the conflict of laws principles thereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or caused this Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

**WHC STX, LLC,**  
By: WHC Worldwide, LLC, as sole member

By: \_\_\_\_\_  
William M. George, as Managing Member

**GREATER SAN ANTONIO TRANSPORTATION  
COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit C to Asset Purchase Agreement**

**Bill of Sale (Vehicles) with Silver Lining Motors, LLC**

[Attached]

**BILL OF SALE  
(VEHICLES)**

In consideration for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Greater San Antonio Transportation Company, a Texas corporation (“Seller”), hereby grants, bargains, transfers, sells, assigns, conveys and delivers to Silver Lining Motors, LLC, a Missouri limited liability company (“Buyer”), all of such Seller’s right, title and interest in and to the vehicles listed on Exhibit A to this Bill of Sale.

This Bill of Sale is being executed and delivered by the undersigned parties as a condition to and in connection with the closing of the Asset Purchase Agreement, dated [REDACTED], 2021, by and between Seller and WHC STX, LLC (“Purchase Agreement”).

Seller agrees that the representations and warranties of Seller in Article III of the Purchase Agreement apply to this Bill of Sale, and the Purchase Agreement is incorporated herein for said purpose.

This Bill of Sale will inure to the benefit of and will bind the Seller and its successors and assigns.

**SILVER LINING MOTORS, LLC,**  
By: WHC Worldwide, LLC, as sole member

By: \_\_\_\_\_  
William M. George, as Managing Member

**GREATER SAN ANTONIO TRANSPORTATION  
COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit A to Bill of Sale (Vehicles)**

Vehicle Year	Vehicle Make	Vehicle Model	VIN	Vehicle Plate Number	Odometer Current
2014	DODGE	CARAVAN	2C4RDGCG5ER122864	FBS9778	170207
2016	DODGE	CARAVAN	2C4RDGBG6GR196234	MZJ5348	83974
2011	DODGE	CARAVAN	2D4RN5DG6BR657703	BBC3573	327576
2016	DODGE	CARAVAN	2C4RDGBG1GR234727	LRZ6594	74739
2014	DODGE	CARAVAN	2C4RDGCG2ER273628	DWY2134	192843
2016	DODGE	CARAVAN	2C4RDGBG8GR348062	MJZ0940	60329
2015	DODGE	CARAVAN	2C4RDGBG2FR648999	LRZ6593	77115
2013	DODGE	CARAVAN	2C4RDGBG8DR518593	JPM4485	174776
2016	DODGE	CARAVAN	2C4RDGCG5GR266983	LRZ6592	77288
2016	DODGE	CARAVAN	2C4RDGBGXGR131533	LVR5351	74772
2013	Dodge	Caravan	2C4RDG86DR518592	NWN8542	148351
2013	DODGE	CARAVAN	2C4RDGCGXDR632823	LZL1548	223246
2013	DODGE	CARAVAN	2C4RDGBG0DR632846	LZT1612	200761
2017	DODGE	CARAVAN	2C4RDGCG3HR863728	LXC5805	39434
2017	DODGE	CARAVAN	2C4RDGCG6HR826060	LXC5806	49247
2016	DODGE	CARAVAN	2C4RDGB0GR359511	LXC5816	27296
2016	DODGE	CARAVAN	2C4RDGCG5GR361138	MJZ0942	72705
2016	DODGE	CARAVAN	2CHRDBG3GR395418	MLN9949	52711
2013	DODGE	CARAVAN	2C4RDGCG2DR590498	LLL6953	102201
2014	DODGE (6)	CARAVAN	2C4RDGCG4ER320268	DMX4843	173042
2014	DODGE	CARAVAN	2C4RDGCG4ER120202	DXY3185	203054
2013	DODGE	CARAVAN	2c4rdgbg9dr632859	TONYL10	175000

2016	DODGE	CARAVAN	2C4RDGBG9GR203208	MNX6497	118837
2014	DODGE	CARAVAN	2C4RDGCG1ER121016	LHY0488	126123
2016	DODGE	CARAVAN	2C4RDGBG8GR203216	MWG0681	127739
2016	DODGE	CARAVAN	2C4RDGBG9GR218033	MWS2129	157288
2013	DODGE	CARAVAN	2C4RDGCG7DR627318	DMX4480	205073
2014	DODGE	CARAVAN	2C4RDGBG4ER433378	HPJ0904	195352
2016	DODGE	CARAVAN	2c4rdgbg2gr203213	mws2130	142250
2013	DODGE	CARAVAN	2C4RDGBG7DR632827	MVW0642	133807
2014	DODGE	CARAVAN	2C4RDGCG6ER127975	DXY3186	177260
2014	DODGE	CARAVAN	2C4RDGCG5ER273574	DXY3193	135666
2014	DODGE	CARAVAN	2C4RDGCG3ER121003	FZR2705	209403
2019	DODGE	CARAVAN	2C4RDGBG2KR547682	LTM3114	114697
2013	DODGE	CARAVAN	2C4EDGCG6DR575129	CWS3208	323601
2009	TOYOTA	SIENNA	5TDKK3DC9BS117567	MGZ6098	328548
2012	TOYOTA	SIENNA	5TDZK3DC9CS274659	MZS2506	250000
2016	DODGE	CARAVAN	2C4RDGBGXGR170624	GWD4846	254368
2016	DODGE	CARAVAN	2C4RDGBG1GR170642	GWD1304	245351
2016	DODGE	CARAVAN	2c4rdgbg1gr170639	GWD4845	152186
2016	dodge	caravan	2c4rdgbg7gr170631	WJD6355	175328
2016	DODGE	CARAVAN	2C4RDGBG9GR170629	GWD1309	185572
2013	DODGE	CARAVAN	2C4RDGCG6DR591170	CWP0610	495411
2013	DODGE	CARAVAN	2C4RDGCG0DR521227	HSK9278	345338
2013	DODGE	CARAVAN	2C4RDGBG4DR633224	NWN7149	202000
2013	DODGE	CARAVAN	2C4RDGCG4DR626403	DRN9129	347399

2019	DODGE	CARAVAN	2C4RDGBG2KR754573	MVG4509	69000
2009	TOYOTA	SIENNA	5TDZK23C39S271454	LBZ8293	365852
2017	DODGE	CARAVAN	2C4RDGBGH5R776558	KBG2734	87452
2013	DODGE	CARAVAN	2D4RDGCG5DR817313	LDH4842	102159
2013	DODGE	CARAVAN	2C4RDGCG7DR610728	LGZ7552	85000
2014	DODGE (6)	CARAVAN	2C4RDGCG6ER154139	FBS8625	201758
2014	DODGE	CARAVAN	2c4rdgchg0er273563	KFV2355	150982
2016	DODGE	CARAVAN	2C4RDGCG9GR139220	LMX1498	139220
2012	DODGE	CARAVAN	2C4RDGG4CR149664	LRZ6590	80016
2014	DODGE	CARAVAN	2C4RDGCG2ER401013	LHY0489	258397
2014	DODGE(6)	CARAVAN	2C4RDGBG4ER433431	HPJ0914	124719
2014	DODGE(6)	CARAVAN	2C4RDGCG8ER245512	DYZ0018	193854
2011	MERCURY	MARQUIS	2MEBM7FV7BX604642	DM1H476	354981
2016	DODGE	CARAVAN	2C4RDGBG1GR243377	MNX6495	122159
2013	DODGE	CARAVAN	2C4RDGCG2DR610667	DSL0261	217731
2017	FORD	EXPLORER	1FM5K8AR5GHGB22637	NBW9905	70246
2016	DODGE	CARAVAN	2c4rdgbgxgr235830	mvw0643	139672
2014	DODGE(6)	CARAVAN	2C4RDGCG9ER267471	GKN4709	162004
2014	DODGE (6)	CARAVAN	2C4RDGCG0ER155450	LGW5952	166463
2014	DODGE(6)	CARAVAN	2C4RDGCGOER206610	LMR4791	166326
2014	DODGE	CARAVAN	2C4RDGCG9ER205519	MZS5913	211250

**Exhibit D to Asset Purchase Agreement**

**Lease Agreement**

[Attached]

## LEASE

This Lease Agreement (“Lease”) is made and entered into as of [\_\_\_\_], 2021 (“Commencement Date”), by and between DC Real Estate Holdings, LLC, (“Landlord”), and WHC STX, LLC, a Texas limited liability company (“Tenant”).

## RECITALS

WHEREAS, Landlord desires to lease the Leased Premises (as defined below) to Tenant, and Tenant desires to lease the same from Landlord, on the terms and conditions set forth in this Lease.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

## ARTICLE I - LEASED PREMISES; PURPOSE

**1.1    Leased Premises.** Upon the terms and conditions herein, Landlord hereby leases to Tenant approximately 8,500 square feet of space (“Leased Premises”) within an approximately [\_\_\_\_] square foot building (“Building”), located at [\_\_\_\_], Suite [\_\_\_\_], as further described in Exhibit “A” hereto (“Property”), as further depicted on Exhibit “B” attached hereto. As used herein, Leased Premises shall also include (1) such non-exclusive rights-of-way, easements and similar rights with respect to the Building and Property as may be reasonably necessary for access to and egress from the Leased Premises, including all common areas thereof, and (2) 140 parking stalls suitable for vehicular parking.

**1.2    No New Improvements.** Tenant will take possession of the Leased Premises on the Commencement Date in its “AS IS” condition.

**1.3    Use; Access.** Tenant may use the Leased Premises solely for the purpose of the operation of a taxi cab and any other use reasonably incidental thereto. Tenant, and its employees, agents, contractors, patients, and invitees, will have access to the Leased Premises 24 hours per day, 7 days per week.

## ARTICLE II – TERM

**2.1    Term.** The term of this Lease will be for thirty six (36) months, commencing on the Commencement Date (“Term”) unless said term shall be sooner terminated as provided herein.

**2.2    Renewal Options.** Provided Tenant is not then in default of any of the terms and provisions of this Lease beyond any applicable notice and cure periods, Tenant shall have the option (the “Renewal Option”) to renew this Lease for two (2) consecutive terms of two (2) consecutive terms of one (1) year after the initial Term of this Lease (“Renewal Term”) upon the same terms and conditions as the initial Term of this Lease, except that the monthly Rent for Renewal Term shall be mutually agreed upon by Landlord and Tenant; provided that the Rent will

be increased by [\_\_\_\_]% at the beginning of each Renewal Term. In order to exercise a Renewal Option, Tenant must advise Landlord in writing of its desire to renew no later than six (6) calendar months prior to the end of the Term.

### ARTICLE III – RENT; OPERATING EXPENSES

**3.1      Rent.** Subject to any adjustments to the Term as set forth in Article II, Tenant shall pay to Landlord \$[\_\_\_\_] per month (“**Base Rent**”).

**3.2      Late Charge.** If Tenant fails to pay Rent within 15 days after due, the amount unpaid will be subject to (i) a late payment charge, as Additional Rent, of 5% of the amount unpaid, to cover Landlord’s additional administrative costs; provided, the first two (2) times in any lease year that Tenant fails to pay Rent on or before the date it was due, Tenant shall not be required to pay such late payment charge if Tenant pays the unpaid amount within five (5) business days after Landlord delivers written notice of such failure, and (ii) interest on all such unpaid sums (other than the late payment charge), which interest shall commence accruing on the payment due date at a per annum rate equal to 7%.

**3.3      Operating Expenses.** It is the intent of both parties that, except as otherwise expressly provided herein, the Base Rent herein specified shall be net to the Landlord throughout the Term. Therefore, except as otherwise expressly provided herein, Tenant’s shall pay all reasonable, necessary, and actual operating, maintenance, and repair costs for the Leased Premises that arise during the Term, as well as Tenant’s Proportionate Share (as defined below) of the costs of repair and maintenance of the Building and common areas except for those items excluded below (all such costs, “**Operating Expenses**”). As used herein, “**Tenant’s Proportionate Share**” means [\_\_\_\_]%, calculated by dividing the square footage of the Leased Premises by the total square footage of the Building. Tenant agrees to pay the same to Landlord as “**Additional Rent**” (with Base Rent and Additional Rent herein collectively referred to as “**Rent**”), unless they are paid directly by Tenant. Notwithstanding the foregoing, Operating Expenses shall not include any of the following:

- (a) Any capital expenditures (including, without limitation, expenditures related to the repair and maintenance of the structural components of the Building, the roof, the foundation, and exterior walls);
- (b) The costs of repairs, if and to the extent that any such costs is actually reimbursed by the insurance carried by Landlord or subject to award under any eminent domain proceeding;
- (c) Depreciation, amortization, and interest payments, or principal and interest on indebtedness or any cost of financing or refinancing the Building or the Property;
- (d) Costs associated with operating the entity which constitutes Landlord (as the same are distinguished from the costs of operation of the Building or the Property), such as compensation paid to officers or executives of Landlord, management fees, and fees paid for accounting and legal matters for such entity;

(e) Costs, including attorneys' fees and settlement judgments and/or payments in lieu thereof, arising from actual or potential claims, disputes, litigation or arbitration pertaining to Landlord, Building and/or the Property;

(f) Costs of repairs which would have been covered by casualty insurance but for Landlord's failure to maintain casualty insurance to cover the replacement value of the Building or the Property as required by this Lease;

(g) Costs of bringing the Building or the Property into compliance with law;

(h) Any other costs, expenses or obligations specifically assumed by Landlord under this Lease;

(i) Costs to repair any damage to the Building or the Property arising from the intentional act or omission or negligence of Landlord;

(j) Tax penalties and interest or fees thereon;

(k) Any property management fees; and

(l) Reserves for any Operating Expenses not permitted under this Section or for bad debts, future repairs, improvements, additions or any expenditures that would be incurred subsequent to the current lease year.

**3.4 Utilities and Other Services.** Landlord represents and warrants that, as of the Commencement Date, the Leased Premises are supplied with all utilities necessary and customary for the operation of an automobile showroom, and Landlord agrees to make all such utilities available for use by Tenant during the Term, provided that Tenant shall pay the cost of using all such utilities used within the Leased Premises.

**3.5 Taxes.** Tenant shall pay Landlord Tenant's Proportionate Share of all taxes, assessments, charges, and fees which during the Term hereof may be imposed, assessed or levied by any governmental or public authority against or upon the Property (collectively, "Taxes").

**3.6 Audit.** Tenant, at its expense, shall have the right, no more frequently than once per calendar year, upon written notice to Landlord, to cause independent certified public accountant to audit Landlord's books and records relating to Operating Expenses. Tenant shall pay all audit costs and fees. Any audit conducted by Tenant must be conducted by an independent accounting firm that is compensated on an hourly or fixed fee basis, and not on a contingency or success fee basis. Landlord shall promptly refund to Tenant any overpayment of Operating Expenses identified by such audit, and Tenant shall promptly pay to Landlord any underpayment of Operating Expenses identified by such audit. In the event an audit reveals that Operating Expenses were overstated by Landlord by more than ten percent (10%), Landlord shall reimburse Tenant for the reasonable costs of such audit.

#### IV. MAINTENANCE AND REPAIRS; ALTERATIONS; SIGNAGE

**4.1 Maintenance and Repair by Tenant.** During the Term, Tenant, at its own cost and expense, shall maintain and repair all interior parts of the Leased Premises and keep them in good working order, subject to ordinary wear and tear. However, Tenant will not be obligated to pay for those items specifically excluded from Operating Expenses. If Tenant incurs any cost in maintaining or repairing such items specifically excluded from Operating Expenses, Tenant may deduct the cost of such repair from the Rent next due. Tenant's work, repairs and replacements shall be performed and installed free and clear of liens and encumbrances.

**4.2 Maintenance and Repair by Landlord.** During the Term, Landlord, at its own cost and expense, shall maintain, repair and, if necessary, replace, the structural components of the Building, roof, exterior walls, and foundations. Tenant shall promptly give Landlord written notice of any required repairs to any such items that Landlord is required to repair under this Section, and Landlord shall promptly repair the same. However, in the event Landlord fails to commence repair of any such matters within 10 days after delivery of notice to Landlord, Tenant may arrange for the repair and deduct the cost of such repair, plus 7%, from the Rent next due.

**4.3 Alterations.** Tenant may make such alterations, additions, improvements, or any other changes to the Leased Premises without the consent of the Landlord as long as (i) such alterations, additions, improvements, or changes involve no more than \$50,000 in any 12-month period, and are nonstructural in nature, and (ii) Tenant gives notice thereof to Landlord. All other means alterations, additions, improvements, or changes require the prior written consent of the Landlord which shall not be unreasonably withheld, delayed, or conditioned. Tenant shall present to the Landlord plans and specifications for such work at the time any required consent is sought. All such work shall be done in a good and workmanlike manner and diligently prosecuted to completion. Any alterations, additions, or improvements to or of the Leased Premises, including, but not limited to, wall covering, paneling, and built-in cabinet work (but excepting movable furniture, equipment, trade fixtures and other personal property of Tenant that can be removed without damage to the Building, any of which may be removed by Tenant at any time), shall at the expiration of the Term become a part of the realty and shall be surrendered with the Leased Premises. Tenant shall have the right to install on the Leased Premises such equipment, trade fixtures, and personal property as is reasonably necessary for Tenant to conduct its business.

**4.4 Signs.** Tenant may place and display, with the consent of Landlord, any signs, awnings, and canopies on the Building or otherwise within the Leased Premises as long as they comply with all applicable laws and regulations.

#### V. ASSIGNMENT AND SUBLICENSES

**5.1 Assignment and Subleases.** Except for Permitted Transfers (as defined below), Tenant may not assign, encumber or transfer this Lease or any interest therein, and shall not sublet the Leased Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (except for Tenant's employees, agents, servants, and invitees, and sublessees and assignees as expressly permitted under this Lease) to occupy or use the Leased Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent may not be

unreasonably withheld, delayed, or conditioned. The giving of consent in one instance shall not preclude the need for Tenant to obtain Landlord's consent to further transfers.

**5.2    Permitted Transfers.** Notwithstanding the foregoing, Tenant may, without the consent of Landlord, assign its entire interest under this Lease to its Affiliate (defined below) or to a successor to Tenant by purchase, merger, consolidation or reorganization, provided that all of the following conditions are satisfied in Landlord's reasonable discretion (a "Permitted Transfer"):

- (a) no uncured event of default exists under this Lease;
- (b) in the event of a successor to Tenant by purchase, merger, consolidation or reorganization, Tenant's successor shall own all or substantially all of the assets of Tenant;
- (c) in the event of a successor to Tenant by purchase, merger, consolidation or reorganization, Tenant's successor shall have a net worth which is at least equal to Tenant's net worth as of the day prior to the proposed purchase, merger, consolidation or reorganization;
- (d) such Affiliate or Tenant successor is not on OFAC list; and
- (e) Tenant shall give Landlord written notice of the Permitted Transfer, along with all applicable documentation and other information necessary for Landlord to determine that the requirements of this Section have been satisfied.

As used herein, "**Affiliate**" means a person or an entity, which directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with Tenant; and the term "control" means the right and power, direct or indirect, to direct or cause the direction of the management and policies of a person or business entity, corporation or otherwise.

## VII. INSURANCE; INDEMNITY

**7.1    Tenant's Insurance.** Tenant shall, at Tenant's expense, obtain and keep in force during the Term a policy of Commercial General Liability Insurance with Broad Form General Liability Endorsement, or equivalent, in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, of bodily injury and property damage combined, and shall insure Tenant with Landlord as an additional insured against liability arising out of the use, occupancy or maintenance of the Leased Premises. In addition, Tenant shall, at Tenant's expense, obtain and keep in force during the Term for the benefit of Tenant, fire and extended coverage insurance in an amount sufficient to cover the full replacement cost, as the same may exist from time to time, of all of Tenant's personal property, fixtures, equipment, and Tenant's improvements to the Leased Premises.

**7.2    Waiver of Subrogation.** Landlord and Tenant intend that their respective property loss risks shall be borne by reasonable insurance carriers to the extent above provided, and Landlord and Tenant hereby agree to look solely to, and seek recovery only from, their respective insurance carriers in the event of a property loss to the extent that such coverage is agreed to be provided hereunder. Notwithstanding anything to the contrary, the parties each hereby waive all rights and claims against each other for such losses, and waive all rights of subrogation of their respective insurers, provided such waiver of subrogation shall not affect the right to the insured to recover thereunder. The parties agree that their respective insurance policies are now, or shall be, endorsed such that the waiver of subrogation shall not affect the right of the insured to recover thereunder.

**7.3     Indemnity.** Each party shall indemnify and save harmless the other party against and from all costs, fees, interests, charges, reimbursements, obligations, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims, and demands of every kind or nature, including reasonable counsel fees, by or on behalf of any person, party, or governmental authority whatsoever arising out of any breach of this Agreement, unless such matter arises out of the negligence or willful misconduct of the other party, its agents, contractors, or employees

## VIII. CASUALTY

**8.1     Casualty – Landlord Obligation.** During the Term, if the Leased Premises shall be damaged or destroyed by fire or other casualty (“Casualty”), then, unless the Lease is terminated as provided in this Section 8, Landlord shall repair and restore the Leased Premises to substantially the same condition of the Leased Premises immediately prior to such Casualty, provided Landlord’s obligation is limited to the extent of the insurance proceeds received by Landlord. Landlord shall have no obligation to repair and restore Tenant’s trade fixtures, decorations, signs, or contents to the Leased Premises or any personal property of Tenant.

**8.2     Casualty – Tenant Obligation.** During the Term, if Tenant’s personal property shall be damaged or destroyed by Casualty, then, unless the Lease is terminated as provided in this Section 8, Tenant shall repair and restore the same to substantially the same condition immediately prior to such Casualty, provided the Casualty is insured under Tenant’s insurance policies, and Tenant’s obligation is limited to the extent of the insurance proceeds received by Tenant.

**8.3     Option to Terminate.** Landlord and Tenant shall each have the option of terminating the Lease following the Casualty if: (i) the Leased Premises is rendered or would be rendered wholly untenantable for a period in excess of 6 months; (ii) the Leased Premises is damaged in whole or in Significant Part (as defined below) as a result of a risk which is not covered by Landlord’s insurance policies; (iii) Landlord’s lender does not permit a sufficient amount of the insurance proceeds to be used for restoration purposes; (iv) the Leased Premises is damaged in whole or in Significant Part during the last 2 years of the Term (provided that if Tenant duly exercises its Renewal Option, then Landlord will be obligated to repair and restore pursuant to this Article). If Landlord or Tenant elects to terminate this Lease, then it shall give notice of the cancellation to the other party within 60 days after the date of the Casualty. Tenant shall also have the option of terminating the Lease if: (i) Landlord has failed to substantially restore the damaged Leased Premises within 12 months of the Casualty, subject to the provisions of Section 8.8 (“**Restoration Period**”); and (ii) Tenant gives Landlord notice of the termination after the end of the Restoration Period and the Leased Premises are not restored at the time that Tenant gives Landlord such notice. As used herein, “**Significant Part**” means if the Leased Premises are damaged or destroyed by Casualty to the extent of 50% or more of the then-monetary value thereof.

**8.4     Insurance Proceeds.** Landlord and Tenant shall cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of, any insurance proceeds that may be due in the event of any loss, and each party will execute, acknowledge and deliver to the other such instruments as may be required to facilitate the recovery of any insurance proceeds.

**8.5 Notice.** Tenant shall give prompt notice to Landlord of all fires and other occurrences in, on or about the Leased Premises which result in any death or in any damage or destruction to the Leased Premises or any part thereof costing in excess of \$100,000.

## IX. CONDEMNATION

**9.1 Total Condemnation.** If the whole of the Leased Premises shall be acquired or taken by condemnation proceeding, then this Lease shall cease and terminate as of the date of title vesting in such proceeding. If this Lease is terminated as provided in this Section, rent shall be paid up to the day that possession is so taken by public authority and Landlord shall make an equitable refund of any rent paid by Tenant in advance.

**9.2 Partial Condemnation.** If any part of the Leased Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for Tenant's operations, then this Lease shall cease and terminate as aforesaid. If such partial taking is not extensive enough to render the Leased Premises unsuitable for Tenant's operations, as reasonably determined by Tenant, then this Lease shall continue in effect except that the Base Rent and Additional Rent shall be reduced in the same proportion that the portion of the Leased Premises taken bears to the total area initially demised, and Landlord shall, upon receipt of the award in condemnation, make all necessary repairs or alterations to the Building in which the Leased Premises are located, provided that Landlord shall not be required to expend for such work an amount in excess of the amount received by Landlord as damages for the part of the Leased Premises so taken. "**Amount received by Landlord**" shall mean that part of the award in condemnation which is free and clear to Landlord of any collection by mortgage lenders for the value of the diminished fee.

**9.3 Landlord's or Tenant's Option to Terminate.** If more than 50% of the Building or the Property shall be taken as aforesaid, Landlord or Tenant may, by written notice to the other party within 30 days of such taking, terminate this Lease. If this Lease is terminated as provided in this Section, rent shall be paid up to the day that possession is so taken by public authority and Landlord shall make an equitable refund of any rent paid by Tenant in advance.

**9.4 Award.** The Landlord shall be entitled to all proceeds of any taking; provided, however, that this provision shall not prohibit Tenant from prosecuting by separate action against the condemning authority any claim it may have for business damages, provided that the prosecution of such claim by Tenant does not reduce the award to Landlord.

**9.5 Definition.** As used in this Article, the term "**condemnation proceeding**" means any action or proceeding in which any interest in the Leased Premises is taken for any public or quasi-public purpose by any lawful authority through exercise of eminent domain or right of condemnation or by purchase or otherwise in lieu thereof.

## X. FINANCING; SUBORDINATION

**10.1 Subordination.** Tenant's rights under this Lease are subordinate to Landlord's mortgagee who has a mortgage or deed of trust interest in the Property, provided that so long as Tenant continues to perform all of its obligations under this Lease, its tenancy shall remain in full

force and effect notwithstanding Landlord's default in connection therewith. To the fullest extent allowed by applicable law, the foregoing subordination is self-operative and no further interest of subordination is required. Upon request by Tenant, Landlord agrees to cause its existing mortgagee to execute a customary and reasonable subordination, non-disturbance and attornment agreement with respect to this Lease. At Landlord's request, Tenant will, without charge, execute, acknowledge and deliver to Landlord (or, at Landlord's request) a similar subordination, non-disturbance and attornment agreement for any future mortgagee of Landlord. In no event will the Tenant be required to guarantee or be obligated on such mortgage or lien.

**10.2 Attornment.** Any sale, assignment, or transfer of Landlord's interest under this Lease or in the Leased Premises including any such disposition resulting from Landlord's default under a mortgage, shall be subject to this Lease and also Tenant shall attorn to Landlord's successor and assigns and shall recognize such successor or assigns as Landlord under this Lease, regardless of any rule of law to the contrary or absence of privity of contract.

## XI. EVENTS OF DEFAULT; REMEDIES

**11.1 Default by Tenant.** Upon the occurrence of any of the following "Events of Default", Landlord shall have the remedies set forth in Section 11.2:

(a) Tenant fails to pay any installment of Base Rent or Additional Rent or any other sum due hereunder, within 10 days after Tenant receives written notice of sums due.

(b) Tenant fails to perform any other obligation under this Lease within 30 days after written notice of such default shall have been given to Tenant by Landlord or, if cure would reasonably require more than 30 days to complete, if Tenant fails to commence performance within the 30-day period or fails diligently and continuously to pursue such cure to completion.

(c) Tenant shall become bankrupt or insolvent or file any debtor proceedings or have taken against such party in any court pursuant to state or federal statute, a petition in bankruptcy or insolvency, reorganization, or appointment of a receiver or trustee; or Tenant petitions for or enters into an arrangement; or suffers this Lease to be taken under a writ of execution; or Tenant makes a transfer in fraud of creditors or an assignment for the benefit of credits; or there shall be a receiver or trustee appointed for the Leased Premises or for all or substantially all of the assets of Tenant.

**11.2 Remedies.** In the event of the occurrence of any of the Events of Default described in Section 11.1, Landlord, at its election, may exercise one or more of the following options, the exercise of any of which shall not be deemed to preclude the exercise of any others herein listed or otherwise provided by statute or general law at the same time or at subsequent times or actions:

(a) Terminate this Lease by giving Tenant written notice of termination, in which event this Lease shall terminate on the date specified in such notice and all rights of Tenant under this Lease shall expire and terminate as of such date, Tenant shall remain liable for all obligations under this Lease up to the date of such termination and Tenant shall surrender the Leased Premises to Landlord on the date specified in such notice; and

if Tenant fails to so surrender, Landlord shall have the right, without notice, to enter upon and take possession of the Leased Premises and to expel and remove Tenant and its effects without being liable for prosecution or any claim of damages therefor;

(b) Terminate this Lease as provided in the immediately preceding subsection and recover from Tenant, all damages Landlord may incur by reason of Tenant's Event of Default, including without limitation, the then present value (discounted at a rate equal to the then issued treasury bill having a maturity approximately equal to the remaining Term of this Lease had such Event of Default not occurred) of (i) the total Rent which would have been payable hereunder by Tenant for the period beginning with the day following the date of such termination and ending with the expiration date of the Term as originally scheduled hereunder, minus (ii) the aggregate reasonable rental value of the Leased Premises for the same period (taking into account all relevant factors including, without limitation, the length of the remaining Term, the then current market conditions in the general area, the likelihood of reletting for a period equal to the remainder of the Term, net effective rates then being obtained by landlords for similar type space in similar buildings in the general area, vacancy levels in the general area, current levels of new construction in the general area and how that would affect vacancy and rental rates during the period equal to the remainder of the Term and inflation), plus (iii) the costs of recovering the Leased Premises, and all other reasonable expenses incurred by Landlord due to Tenant's Events of Default, including, without limitation, reasonable attorneys' fees, plus (iv) the unpaid Rent earned as of the date of termination, plus interest at the lesser of 12% and the maximum rate permitted by law ("**Default Rate**"), all of which sum shall be immediately due and payable by Tenant to Landlord;

(c) Without terminating this Lease, and without notice to Tenant, Landlord may in its own name, but as agent for Tenant enter into and take possession of the Leased Premises and re-let the Leased Premises, or any portion thereof, as agent of Tenant, upon any terms and conditions as Landlord may deem necessary or desirable. Landlord shall have no obligation to attempt to re-let the Leased Premises or any part thereof except to the extent required by applicable law. Upon any such re-letting, all rentals received by Landlord from such re-letting shall be applied first to the costs incurred by Landlord in accomplishing any such re-letting, and thereafter shall be applied to the Rent owed by Tenant to Landlord during the remainder of the Term of this Lease and Tenant shall pay any deficiency between the remaining Rent due hereunder and the amount received by such re-letting as and when due hereunder;

(d) allow the Leased Premises to remain unoccupied, so long as Landlord satisfies any duty established by applicable law to mitigate its damages, and collect Rent from Tenant as it becomes due; or

(e) pursue such other remedies as are available at law or in equity.

## XII. PROVISIONS APPLICABLE AT TERMINATION OF LEASE

**12.1 Surrender of Leased Premises.** Upon the expiration of this Lease, Tenant will surrender the Leased Premises in the same condition as they existed as of the Commencement Date, subject to ordinary wear and tear. Before surrendering the Leased Premises, Tenant shall remove all of its personal property and trade fixtures and such property or the removal thereof shall in no way damage the Leased Premises, and Tenant shall be responsible for all costs, expenses and damages incurred in the removal thereof.

**12.2 Holding Over.** In the event that Tenant remains in possession of the Leased Premises after the expiration of this Lease without the written permission of Landlord, and without the execution of a new lease, Tenant shall be deemed occupying the Leased Premises as a tenant at sufferance only, at a rental rate equal to (i) during the first 6 months of the holdover period, 125% of the Base Rent in effect upon the date of such expiration, and (ii) 150% of the Base Rent in effect upon the date of such expiration thereafter, together with the Additional Rent, subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to such tenancy. Acceptance by Landlord of Base Rent or Additional Rent after such expiration shall not constitute a renewal of this Lease or permit Tenant to continue such holdover. The foregoing provisions of the Section are in addition to and do not affect Landlord's right of re-entry or any rights of Landlord hereunder or as otherwise provided by law. If Tenant fails to surrender the Leased Premises upon the expiration of this Lease despite demand to do so by Landlord, Tenant shall indemnify and hold Landlord harmless from all loss or liability, including, without limitation, any claim made by any succeeding tenant founded on or resulting from such failure to surrender.

## XIII. ATTORNEYS' FEES

If either party institutes a suit against the other for violation of or to enforce any covenant or condition of this Lease, or if either party intervenes in any suit in which the other is a party to enforce or protect its interest in or rights under this Lease, then the Prevailing Party shall be entitled to all of its costs and expenses, including reasonable attorneys' fees. The term "**Prevailing Party**" means the party, either Landlord or Tenant, that establishes a breach of this Lease by the other party or otherwise establishes liability of the other party for wrongful conduct, regardless of whether actual damages are awarded. In the case where both parties prevail on different claims, the Prevailing Party shall be the party that is awarded the greater amount of damages..

## XIV. ESTOPPEL CERTIFICATE

Tenant shall, within 30 days after Landlord's request, execute and deliver to Landlord a written certification (a) ratifying this Lease; (b) certifying whether or not this Lease is in full force and effect and whether or not it has been assigned, modified, supplemented or amended, except by such writing as shall be stated; (c) if all conditions under this Lease to be performed by Landlord have been satisfied or, if not, the manner in which they have not been satisfied; (d) that there are no defenses or offsets against the enforcement of this Lease by the Landlord, or stating those claimed by Tenant; (e) the amount of advance Rent, if any, (or none if such is the case) paid by Tenant; and (f) the date to which rental has been paid. Within 15 days after the request of Tenant, Landlord shall deliver a similar certificate in favor of Tenant.

## XV. MISCELLANEOUS PROVISIONS

**15.1 No Partnership.** Landlord does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Tenant in the conduct of its business or otherwise.

**15.2 Force Majeure.** Landlord and Tenant shall be excused for the period of any delay in the performance of any obligations hereunder (except for the payment of money) when prevented from so doing by cause or causes reasonably beyond such performing party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or service not related to such party's negligence, acts of God, or inclement weather.

**15.3 No Waiver.** Failure of either party to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by the waiving party.

**15.4 Notice.** Any notice required or desired to be given to a party hereto shall be valid and sufficient if in writing and addressed to the addresses listed below and delivered by personal delivery or overnight delivery or mailed by United States registered or certified mail, with postage and charges prepaid thereon. Any notice shall be deemed to have been given on the day delivered if personally delivered, the day after sending if delivered by overnight delivery, or 3 days after mailing (or the date of first refusal if earlier) if sent by registered or certified mail. Landlord or Tenant may designate the place to which notices shall be given and addressed by giving at least 15 days' prior written notice to the other party, such notice to be given in accordance with the foregoing provisions of this Section. The initial address for each party shall be as follows:

As to Landlord: DC Real Estate Holdings, LLC

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As to Tenant: WHC STX, LLC  
c/o WHC Worldwide, LLC  
1300 Lydia Ave.  
Kansas City, MO 64106

**15.5 Captions; Attachments; Defined Terms.** The captions to the Section of this Lease are for convenience of reference only and shall not be deemed relevant in resolving questions of construction or interpretation under this Lease. Exhibits referred to in this Lease, and any addendums and schedules attached to this Lease and initialed by the parties shall be deemed to be incorporated in this Lease as though part hereof.

**15.6 Partial Invalidity.** If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application

of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

**15.7 Broker's Commissions.** Each party represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with this Lease and agrees to indemnify the other party against and hold it harmless from all liabilities arising from such claim, including any attorneys' fees connected therewith.

**15.8 Use of Pronouns.** The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporation. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

**15.9 Provisions Binding, Etc.** Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representative, heirs, successors, and assigns. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one Tenant, they shall all be bound, jointly and severally, by such provisions.

**15.10 Entire Agreement, Etc.** This Lease and the Exhibits, Riders, and/or any Addenda, if any, attached hereto, constitute the entire agreement between the parties, and supersede all prior agreements, written or oral, between the parties. All Exhibits, Riders, and/or Addenda mentioned in this Lease are incorporated herein by reference. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed. Submission of this Lease for examination does not constitute an option for the Leased Premises and becomes effective as a lease only upon execution and delivery thereof by Landlord to Tenant. If any provision contained in Rider or Addenda is inconsistent with a provision in the body of this Lease, the provision contained in said Rider or Addenda shall control. The captions and Section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of any Section or Paragraph.

**15.11 Choice of Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Texas.

**15.12 Waiver of Jury Trial.** THE PARTIES HERETO SHALL, AND THEY HEREBY DO, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, FOR THEMSELVES, THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE, THE LEASED PREMISES, ACTIONS OF ANY PARTY, AND/OR CLAIM OF INJURY OR DAMAGE. THIS

PROVISION IS A MATERIAL INDUCEMENT TO THE PARTIES ENTERING INTO THIS LEASE.

**15.13 Counterparts.** This Lease may be executed in counterparts, each of which constitutes an original and all of which taken together shall constitute one agreement.

**15.14 Condition Precedent.** Notwithstanding anything herein to the contrary, this Lease will be conditioned on, and will not become effective until and unless, the transactions contemplated under the Asset Purchase Agreement, by and between Tenant, as purchaser, and various sellers, subject to the jointly administered bankruptcy Case Nos. 21-60064, 21-60065, 21-60066, 21-60067, and 21-60069 under Chapter 11 of Title 11 of the United States Code, as amended and the rules and regulations promulgated thereunder, in the United States Bankruptcy Court for the Southern District of Texas, are fully closed and consummated.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this instrument as of the date first above written.

**“Landlord”**

**DC REAL ESTATE HOLDINGS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**“Tenant”**

**WHC STX, LLC**  
By: WHC Worldwide, LLC, as sole member

By: \_\_\_\_\_  
William M. George, Managing Member

Exhibit "A"

Description of Property

Exhibit “B”

Depiction of Leased Premises

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
VICTORIA DIVISION

IN RE:	§	Chapter 11
	§	
TEXAS TAXI, INC., et al.	§	Case No. 21-60065
	§	
Debtors. <sup>1</sup>	§	Jointly Administered

NOTICE OF (I) PROPOSED SALE OF THE DEBTORS' ASSETS,  
(II) AUCTION, AND (III) THE SALE HEARING

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. On July 19, 2021, Debtors filed *Debtors' Emergency Motion Pursuant to 11 U.S.C. §§ 105, 363 and 365 and Bankruptcy Rules 2002, 6004 and 6006 for Entry of (i) AN Order : (A) Approving Auction and Bidding Procedures; (B) Approving Bid Protections for Proposed Purchaser; (C) Scheduling Auction and Sale Hearing; (D) Approving the Form and Manner of Service of Notice of Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (E) Granting Related Relief; and an Order : (A) Approving Purchase Agreement; (B) Authorizing Sale Free and Clear of All Liens, Claims and Encumbrances, and Other Interests, (C) Approving Form and Manner of Service of Notice of Sale Hearing; and (D) Granting Related Relief ("Motion") [ECF # 4].* Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

2. On July \_\_, 2021, the United States Bankruptcy for the Southern District of Texas (the "Bankruptcy Court") entered the *Order: (B) Approving Bid Protections for Proposed Purchaser; (C) Scheduling Auction and Sale Hearing; (D) Approving the Form and Manner of Service of Notice of Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (E) Granting Related Relief; and an Order : (A) Approving Purchase Agreement; (B) Authorizing Sale Free and Clear of All Liens, Claims and Encumbrances, and Other Interests, (C) Approving Form and Manner of Service of Notice of Sale Hearing; and (D) Granting Related Relief (the "Order").*

3. Any Qualified Bidder interested in purchasing the Assets must submit a Bid conforming to the requirements set forth in the Bidding Procedures, attached hereto as Exhibit "A" by no later than 4:00 p.m., Central Standard Time, on July 28, 2021 (the "Bid Deadline").

4. A Qualified Bidder that desires to make a Bid must deliver electronic copies of its Bid

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<sup>1</sup> The debtors in these cases (the "Bankruptcy Cases"), along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Texas Taxi, Inc. (#2786) ("TTY"), Fiesta Cab Company (#2084) ("FCC"), Greater Austin Transportation Company (#1038) ("GATC"), Greater Houston Transportation Company (#1348) ("GHTC"), and Greater San Antonio Transportation Company (#9823) ("GSATC"). The Debtors' mailing address is : John Bouloubsis, President, 9600 IH 35 North, San Antonio, Texas 78233.

on or prior to the Bid Deadline to: Debtors, attention: John Bouloubasis, President; email: [johnb@yellowcabsa.com](mailto:johnb@yellowcabsa.com); with copy to counsel for the Debtors, Fuqua & Associates, P.C., Attn: Richard L. Fuqua ([RLFuqua@FuquaLegal.com](mailto:RLFuqua@FuquaLegal.com)).

5. In the event that Debtors receive more than one Qualified Bid by the Bid Deadline, the Debtors will conduct and auction sale (the “*Auction*”) with respect to the sale of the Assets. The Debtors shall hold the Auction for the Assets at the offices of Debtors’ counsel, Fuqua & Associates, P.C., 8558 Katy Freeway, Suite 119, Houston, Texas 77024 commencing on **August 3, 2021 at 11:00 a.m., Central Standard Time**, or at such other time and location as may be designated by the Debtors. All bidding for the Assets will be concluded at the Auction and there will be no further bidding at the Bankruptcy Court hearing held to approve the highest or best bid for the Assets (the “*Sale Hearing*”).

6. If no Auction is held, the Sale Hearing shall commence on **August 5, 2021 at 3:00 p.m.** (Central Standard Time) before the Honorable Christopher M. Lopez, United States Bankruptcy Judge. The hearing will be held by audio and video. The Dial-In Telephone Number is (832) 917-1510. Judge Lopez’s conference room number is 590153. Video participation: <https://gotomeet.me/JudgeLopez>. At the Sale Hearing, Debtors intend to present the Prevailing Bid for approval by the Bankruptcy Court pursuant to the provisions of sections 105, 363(b), 363(f), 363(m), 363(n) and 365 of the Bankruptcy Code. The Debtors shall be deemed to have accepted a bid only when the bid has been approved by the Bankruptcy Court at the Sale Hearing.

7. At the Sale Hearing, the Debtors will seek authorization to consummate either the Prevailing Bid or that certain Asset Purchase Agreement by and between the debtors and the Proposed Purchaser (the “*Proposed Purchaser APA*”). The Debtor will seek to sell and transfer the Assets and assume and assign certain executory contracts and unexpired lease, subject to the terms of the Prevailing Bid, to either the Prevailing Bidder or the Proposed Purchaser under the Proposed Purchaser APA, free and clear of any and all liens, claims, encumbrances, and other interests to the maximum extent permitted by the Bankruptcy Code.

8. Objections, if any, to the approval of the sale of Assets to the Prevailing Bidder (the “*Sale Motion*”), including but not limited to the sale of the Assets free and clear of liens, claims, encumbrances and other interests pursuant to 11 U.S.C. § 363(f), shall be (a) in writing; (b) clearly specify the grounds for the objection; (c) conform to the Bankruptcy Rules and the Local Rules; and (d) be filed with the Court and served so as to be received by the following parties by email (Collectively, the “*Objection Notice Parties*”) by no later than 4:00 p.m. (Central Standard Time) two (2) days prior to the Prevailing Bidder Sale Hearing (the “*Objection Deadline*”): (1) counsel for the Debtors, Fuqua & Associates, P.C.; attention: Richard L. Fuqua (email: [rlfuqua@fuqualegal.com](mailto:rlfuqua@fuqualegal.com)); (2) counsel for Notre Capital (“*DIP Lender*”), Jackson Walker; attention: Bruce Ruzinsky (email: [bruzinsky@jw.com](mailto:bruzinsky@jw.com)); (3) counsel for the Official Committee of Unsecured Creditors (the “*Committee*”), if any; (4) Office of the U.S. Trustee for the Southern District of Texas; attention: Ha Minh Nguyen (email: [ha.nguyen@usdoj.gov](mailto:ha.nguyen@usdoj.gov)); and (5) counsel for Proposed Purchaser, Jones Murray & Beatty, LLP, attention: Erin Jones (email: [erin@jmbllp.com](mailto:erin@jmbllp.com)).

9. This Notice and the Auction are subject to the terms and conditions of the Bidding Procedures Order, which shall control in the event of any conflict with this Notice. Copies of the Motion, the Bidding Procedures Order and the Proposed Purchaser APA can be obtained by sending a

written request to counsel for the Debtors, Fuqua & Associates, P.C.; attention: Richard L. Fuqua (email: [rlfuqua@fuqualegal.com](mailto:rlfuqua@fuqualegal.com)).

Dated: July 22, 2021

**FUQUA & ASSOCIATES, P.C.**

By: /s/ Richard L. Fuqua  
Richard L. Fuqua  
State Bar #07552300  
8558 Katy Freeway, Suite 119  
Houston, Texas 77024  
Phone: 713.960-0277  
Email: [rlfuqua@fuqualegal.com](mailto:rlfuqua@fuqualegal.com)

ATTORNEYS FOR DEBTORS

**Exhibit A**

**BIDDING PROCEDURES**

**Participation Requirements and Due Diligence**

1. In order to participate in the bidding process, the Auction, or otherwise be considered for any purpose hereunder, a person interested in purchasing the Assets (a “*Potential Bidder*”) must first deliver the following materials to the Debtors and their counsel:
  - a) An executed confidentiality agreement in form and substance satisfactory to the Debtors and their counsel (the “*Confidentiality Agreement*”). Without limiting the foregoing sentence, the Confidentiality Agreement will provide that all non-public information about the Debtors received by a Potential Bidder, or if the Bidder is qualified, a Qualified Bidder (as defined below), will be kept strictly confidential and used only in connection with analyzing a transaction for the purchase of the Assets. The Confidentiality Agreement also will provide that the Debtors and their advisors will have access to information provided about a Potential Bidder by the Potential Bidder and that any confidential information received from a Potential Bidder will be qualified as a Qualified Bidder and a potential transaction for the Assets.
  - b) Written evidence that enables the Debtors and their advisors determine, in their sole discretion, whether the Potential Bidder has the financial and other ability to close the contemplated sale transaction and provide adequate assurance of future performance under all contracts to be assumed and assigned in connections therewith.
  - c) The Debtors shall provide these Bidding Procedures, together with a Microsoft Word copy of the Proposed Purchaser APA (as defined herein) (the “*APA*”), to each Potential Bidder. All Potential Bidders, whether deemed Qualified Bidders, (as defined below) or not, consent to the jurisdiction of this Bankruptcy Court to determine matters concerning the sale, their Bid and otherwise with respect to the process and waive any right to any other venue.
2. Any Potential Bidder wishing to conduct due diligence concerning a prospective acquisition transaction of the Assets shall be granted access to all relevant information regarding the Assets and the related business of each of the Debtors reasonably necessary to enable a Potential Bidder to evaluate the Assets and the prospective transaction. The Debtors shall make such access available to Potential Bidders during normal business hours as soon as reasonably practicable following execution of the Confidentiality Agreement. Potential Bidders interested in conducting due diligence should contact John Bouloubasis, 9600 U-35, San Antonio, TX 78233, [johnb@yellowcabsa.com](mailto:johnb@yellowcabsa.com), (210) 650-8666. Notwithstanding the foregoing, the Debtors are not required to provide confidential or proprietary information to any person if the Debtors believe that such disclosure would be detrimental to the interests of the Debtors’ estates. All due diligence must be completed before the Bid Deadline (as defined below) unless the Debtors in their sole discretion agree otherwise. No condition(s) allowing or regarding further due diligence will be accepted or authorized after the Bid Deadline. Potential Bidders are required to exercise their own discretion before relying on any information regarding the Assets provided by the Debtors. Neither the Debtors nor their representatives are responsible for, and will bear no liability with respect to, any information obtained by Potential Bidders pursuant hereto.

3. The Debtors shall: (i) receive and evaluate any Bids (as defined below) from Potential Bidders; (ii) request information from Potential Bidders, engage in discussions with Potential Bidders, and take such other actions to determine whether any Bid constitutes or could lead to a Qualified Bid (as defined below); and (iii) take any other actions contemplated under these Bidding Procedures.

Submission of Bids

1. Any Qualified Bidder interested in purchasing the Assets must submit a proposal to purchase substantially all of the Debtors' assets (a "Bid") prior to 4:00 p.m. Central Standard Time on July 28, 2021 (the "Bid Deadline").

2. For the avoidance of doubt, the asset purchase agreements (together the "*Proposed Purchaser APA*"), attached hereto as *Exhibit "I"* (Houston Assets), *Exhibit "2"* (Austin Assets), and *Exhibit "3"* (San Antonio Assets), respectively, by and between the Debtors and WHC HTX LLC (Houston Assets); WHC ATX LLC (Austin Assets), and WHC STX LLC (San Antonio Assets) (together the "*Proposed Purchaser*"), shall be deemed to be a Qualified Bid and the Proposed Purchaser shall be a Qualified Bidder.

3. Consistent with these Bidding Procedures, the Debtors and their advisors will determine if a Bid is a Qualified Bid based on the requirements herein. A Potential Bidder will be deemed to be a "*Qualified Bidder*" if the Debtors, consistent with these Bidding Procedures and in their sole discretion, determine that such Potential Bidder submitted a Qualified Bid.

4. A Bid will be considered a "*Qualified Bid*" only if the Bid fulfills the following requirements on or prior to the Bid Deadline (capitalized terms used in this section are defined later in the Bidding Procedures):

- a) Provides that the Potential Bidder's Bid shall remain open and irrevocable until the earlier of (x) thirty (30) days following the date of entry of an order by the Bankruptcy Court, in a form agreed to by the Prevailing Bidder and the Debtors, that approves the sale of the Assets (the "*Prevailing Bidder Sale Order*"); or (y) the date of the closing of the sale of the Assets pursuant to the Prevailing Bidder Sale Order (the "*Bid Expiration Date*");
- b) Provides that the Qualified Bidder is obligated to perform as a Back-Up Bidder (as defined below) in the event such Qualified Bidder is not the Prevailing Bidder; provided however, that the Debtors may designate a "*Qualified Bid*" comprised of more than one Bid that in the aggregate with other Bids (that, except for this paragraph 4(b) meet the requirements of a Qualified Bid), yields a minimum purchase price as provided in this paragraph 4(b), to be a Back-Up Bidder;
- c) Is made by a person or entity that demonstrates evidence of fully committed and firm financing for each component of debt or equity in support of such Bid and other ability to consummate the proposed transaction, in each case acceptable to the Debtors in their sole discretion;
- d) Provides that the purchase price will be for a purchase price greater than : i) the Closing Purchase Price in the amount of \$1,720,000 paid in cash; ii) the Post-Closing Purchase Price in an amount calculated as 5% times Base Gross Revenue for the 12-month period immediately preceding (1) the first anniversary date, with respect to the first Post-Closing Purchase Price

Payment, and (2) the second anniversary date, with respect to the second Post-Closing Purchase Price Payment; and iii) the assumption of Driver Deposits under Section 1.3 of the Proposed Purchaser APA (the Capitalized terms referenced in this subparagraph (d) shall have the meaning ascribed to them in the Proposed Purchaser APA referenced in Debtors' Emergency Motion for Entry of An Order Approving Auction and Bidding Procedures, *et al.*) and paid in cash, cash equivalents, or such other consideration acceptable to the Debtors; provided, however, that the Debtors may consider as a "*Qualified Bid*," more than one Bid that in the aggregate with other Bids (that, except for this paragraph 6(d) meet the requirements of a Qualified Bid), yields a minimum purchase price as provided in this paragraph 6(d);

- e) Provides by wire transfer or immediately available funds to the Debtors or an appropriate escrow agent before the Bid Deadline of an earnest money deposit equal to the greater of (X) 10% of the dollar amount of the purchase price of such Bid; or (Y) 10% of the value of such Bid, (the "*Deposit*");
- f) Provides evidence satisfactory to the Debtors that the Qualified Bidder is reasonably likely to obtain prompt regulatory approval, if any is required, to purchase the Assets; and
- g) Is submitted in the form of a clean APA and a redline of the APA showing a comparison to the Proposed Purchaser APA, that :
  - i. Identifies the Potential Bidder any members of its investor group, if applicable;
  - ii. Identifies what Assets the Potential Bidder seeks to purchase, including an allocation of the purchase price by locale for any Bid to acquire less than all of the Assets of the Debtor;
  - iii. Is not subject to conditions, representations or terms that the Debtors determine to be unacceptable;
  - iv. Except as set forth in the Proposed Purchaser APA, is not conditioned upon the Bankruptcy Court's approval of any Bid protections, such as a break-up fee, termination fee, expense reimbursement, working fee or similar type of payment;
  - v. Does not contain any financing or due diligence contingencies to closing of the proposed transaction unless the Debtors otherwise agree that such contingencies are acceptable;
  - vi. Does not contain any condition to closing of the transaction relating to the receipt of any third-party approvals (excluding required Bankruptcy Court approval and any required governmental and/or regulatory approval);
  - vii. Expressly acknowledges and represents that the Potential Bidder: (A) has had an opportunity to conduct any and all due diligence regarding the Assets and the proposed transaction prior to making its Bid, (B) has relied solely upon its own independent review, investigation and/or inspection of any documents and the Assets in making its Bid or that of any of its legal, financial or other advisors, and (C) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by

operation of law, regarding the business of the Debtors or the Assets or the proposed transaction, or the completeness or accuracy of any information provided in connection therewith, except as expressly stated in the representations and warranties contained in the APA ultimately accepted and executed by the Debtors.

- viii. Identifies each and every executory contract and unexpired lease that the Potential Bidder desires the Debtors to assume and assign to the Potential Bidder at the closing and provides evidence of such Potential Bidder's ability to provide adequate assurance of future performance of such contracts or leases (as required by section 365(f)(2)(B) of the Bankruptcy Code) along with the Bid; and
- ix. Contains other information reasonably requested by the Debtors.

5. A Qualified Bidder that desires to make a Bid must deliver electronic copies of its Bid on or prior to the Bid Deadline to Texas Taxi, attention: John Bouloubasis; email: [johnb@yellowcabsa.com](mailto:johnb@yellowcabsa.com), with copy to counsel for the Debtors, Fuqua & Associates, P.C., attention: Richard L Fuqua: email: [rlfuqua@fuqualegal.com](mailto:rlfuqua@fuqualegal.com).

6. After the Bid Deadline, the Debtors shall determine, in their sole discretion, which Qualified Bid represents the then-highest or otherwise best bid (the "*Initial Highest Bid*" and the entity submitting such Bid, the "*Initial Highest Bidder*"). Prior to or at the start of the Auction, each Qualified Bidder that timely submitted a Qualified Bid will be advised of such Initial Highest Bid and the Debtors shall:  
(a) distribute copies of other Qualified Bids to other Qualified Bidders prior to or during the Auction; or  
(b) proceed with the Auction.

7. If only one timely Qualified Bid (including the Proposed Purchaser's Bid) is received by the Bid Deadline or if the Proposed Purchaser's Bid is determined to be the Initial Highest Bid and there are no other Qualified Bids, the Debtors shall not hold an Auction.

#### Due Diligence from Potential Bidders or Qualified Bidders

Each Potential Bidder shall comply with all reasonable requests for additional information by the Debtors or their advisors regarding such Potential Bidder's financial wherewithal to consummate and perform obligations in connection with the acquisition transaction of the Assets. Failure by a Potential Bidder to comply with requests for additional information may be a basis for the Debtors to determine that a Potential Bidder is not a Qualified Bidder. Similarly, each Qualified Bidder shall comply with all reasonable requests for additional information by the Debtors or their advisors regarding such Qualified Bidder's financial wherewithal to consummate and perform obligations in connection with the acquisition transaction of the Assets as the Auction progresses. Failure by a Qualified Bidder to comply with requests for additional information may be a basis for the Debtors to determine that the Qualified Bidder may no longer participate in the Auction.

#### "As Is, Where Is"

Except as otherwise provided in the Prevailing Bidder's APA, the sale of the Assets shall be on an "as is, where is" basis and without representations or warranties of any kind, nature or description by the Debtors, their agents or estates or any other party, except to the extent set forth in the APA between the Debtors and the Prevailing Bidder. Except as otherwise provided in the Prevailing Bidder's APA, all

of the Debtors' right, title and interest in and to the Assets shall be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options and interests therein pursuant to section 363(f) of the Bankruptcy Code, such Claims to attach to the net proceeds of the sale of the Assets, with the same validity and priority as existed immediately prior to such sale.

### The Auction

1. If more than one Qualified Bid has been submitted for the Assets in accordance with these Bidding Procedures, the Debtors will conduct the Auction on August 3, 2021 at 11:00 o'clock a.m., Central Standard Time, with respect to such Qualified Bids in order to determine the highest and best bid (the "*Prevailing Bid*") to submit for approval by the Bankruptcy Court at the Prevailing Bidder Sale Hearing (as defined below). The Auction shall be organized and conducted by the Debtors at the offices of Fuqua & Associates, LLP, 8558 Katy Freeway, Suite 119, Houston, Texas 77024, or such other location as may be announced prior to the Auction to all Qualified Bidders, the DIP Lender, the U.S. Trustee and the Committee.
2. Only the Proposed Purchaser and the other Qualified Bidders who have made a Qualified Bid shall be entitled to make any subsequent Qualifying Bids at the Auction (the "*Auction Participants*"). At least one representative for each Auction Participant (as defined below) with written proof of authority to bind such Auction Participant is required to attend the Auction in person. While only the Auction Participants may make Qualified Bids at the Auction, the Auction may be attended and viewed also by the Debtors and their respective counsel, and financial advisors.
3. The Debtors are authorized to conduct the Auction in a manner that is consistent with these Bidding Procedures in accordance with such procedures and requirements as may be established at the discretion of the Debtors and their counsel which may include, at any time, (a) the determination of the amount of time between Qualified Bids, (b) whether to adjourn the Auction at any time, and (c) the conducting of single or multiple rounds of open or sealed bidding with notice only to the parties entitled to attend the Auction, and to declare that the Auction has ended when no further Bids are timely made or otherwise.
4. The first Qualified Bid at the Auction shall be deemed to have been made by the Initial Highest Bidder in the amount of the Initial Highest Bid. The next Qualified Bid at the Auction shall be an amount equal to or greater than the Initial Highest Bid plus the Minimum Bid Increment (as defined below). Thereafter, the Auction will continue in the manner determined by the Debtors in the preceding paragraph; provided, however, (i) additional Bids must be Qualified Bids (except that subsequent Qualified Bids made at the Auction, although received from a Qualified Bidder that made a Qualified Bid prior to the Bid Deadline, need not be received by the Bid Deadline), and (ii) the first Qualified Overbid shall be in the amount of at least \$200,000 in cash; thereafter, any Qualified Overbid shall be in the amount of at least \$50,000 in cash (the "*Minimum Bid Increment*"). The Debtors shall determine, in their discretion, whether a Qualified Bid by a Qualified Bidder at the Auction matches or is higher and better than the prior Qualified Bid.
5. The Proposed Purchaser shall be entitled to submit successive Qualified Bids or overbids at the Auction and, in calculating the amount of the Proposed Purchaser's overbid, the Proposed Purchaser shall be entitled to a credit in the amount of the Break-Up Fee and Expense Reimbursement (both as defined in the Proposed Purchaser's APA, and collectively, the "*Bid*"

*Protections*"). For example, if at the Auction a subsequent Qualified Bid submitted by the Proposed Purchaser is the Prevailing Bid (over another Qualified Bid that was submitted), then the purchase price that must be paid by the Proposed Purchaser pursuant to such Prevailing Bid shall be reduced by the amount of the Bid Protections.

6. At the conclusion of each round of bidding, Auction Participants will be informed of the terms of the highest and best previous Bid.
7. The Auction shall be transcribed by a court reporter.
8. At the conclusion of the Auction: (i) the Debtors shall, in their sole discretion but in consultation with the DIP Lender and the Committee, select (X) the Prevailing Bid and (Y) the second highest or best offer for the Assets (the "*Back-Up Bid*"); (ii) the Debtors shall notify the Prevailing Bidder that such person's offer has been determined by the Debtors to be the Prevailing Bid and will be contingent only on Bankruptcy Court approval, and shall notify the person that made the Back-Up Bid (the "*Back-Up Bidder*") that such person's offer has been determined by the Debtors to be a Back-Up Bid and will be contingent only on the failure of the Prevailing Bid to close as forth below and Bankruptcy Court approval; and (iii) the Debtors shall file a notice with the Bankruptcy Court announcing the Prevailing Bidder. Prior to the commencement of the Prevailing Bidder Sale Hearing, the Prevailing Bidder shall complete and sign all agreements and documents as necessary to bind the Prevailing Bidder to all of the terms and conditions contemplated by the Prevailing Bid.
9. The Deposit of the Prevailing Bidder or the Back-Up Bidder, as the case may be, shall be applied by the Debtors against the purchase price to be paid by the Prevailing Bidder or the Back-Up Bidder, as applicable, at the closing of the relevant transaction approved by the Bankruptcy Court. To the extent consistent with the Prevailing Bidder's APA, the Prevailing Bidder's Deposit shall be held by the Debtors and forfeited to the Debtors if the Prevailing Bidder breaches its obligations to close under its APA.
10. The Debtors shall not be deemed to have finally accepted any Qualified Bid unless and until such Qualified Bid and the Debtors' acceptance thereof have been authorized by order of the Bankruptcy Court following the conclusion of the Prevailing Bidder Sale Hearing.

#### Back-Up Bidder

If for any reason the Prevailing Bidder fails to consummate the acquisition of the Assets in accordance with the Prevailing Bid, and in any event no later than thirty (30) days from the entry of the Prevailing Bidder Sale Order, the Debtors are authorized to proceed with the sale of the Assets to the Back-Up Bidder in accordance with the Back-Up Bid without further order of the Bankruptcy Court. If for any reason the Back-Up Bidder fails to consummate the acquisition of the Assets or in accordance with the Back-Up Bid, the Back-Up Bidder's Deposit shall be forfeited to the Debtors.

#### Return of Deposit(s)

No later than the third (3<sup>rd</sup>) business day following the entry of the Prevailing Bidder Sale Order, the Debtors shall return to each Qualified Bidder(s), other than the Prevailing Bidder and the Back-Up Bidder, their respective Deposit(s). No later than the third (3<sup>rd</sup>) business day after the closing of the sale of the Assets to the Prevailing Bidder, the Debtors shall return the Back-Up Bidder's Deposit to the

Back-Up Bidder.

Prevailing Bidder Sale Hearing and Objection Deadline

1. The sale hearing to consider the relief requested in this Motion and to consider whether to approve the Prevailing Bid and the Back-Up Bid (the "*Prevailing Bidder Sale Hearing*") shall be held before the Bankruptcy Court on August 5, 2021 at 3:00 p.m., Central Standard Time, at which time the Court will enter the "*Prevailing Bidder Sale Order*."
2. Objections, if any, to the approval of the sale of Assets to the Prevailing Bidder (the "*Sale Motion*") , other than an objection to the proposed assumption and assignment of the Designated Agreements or to any proposed Cure Costs, including, but not limited to, the sale of the Assets free and clear of Claims pursuant to 11 U.S.C. § 363(f) shall be (a) in writing; (b) clearly specify the grounds for the objection; (c) conform to the Bankruptcy Rules and the Local Rules; and (d) be filed with the Court and served so as to be received by the following parties by email (Collectively, the "*Objection Notice Parties*") by no later than 4:00 p.m. (Central Standard Time) two (2) days prior to the Prevailing Bidder Sale Hearing (the "*Objection Deadline*") : (1) counsel for the Debtors, Fuqua & Associates, P.C.; attention: Richard L. Fuqua ([r1fuqua@fuqualegal.com](mailto:r1fuqua@fuqualegal.com)); (2) counsel for Notre Capital ("*DIP Lender*"), Jackson Walker; attention : Bruce Ruzinsky (email: [bruzinsky@jw.com](mailto:bruzinsky@jw.com)); (3) counsel for the Official Committee of Unsecured Creditors (the "*Committee*"); if any, (4) Office of the U.S. Trustee for the Southern District of Texas; attention: Ha Minh Nguyen (email: [ha.nguyen@usdoj.gov](mailto:ha.nguyen@usdoj.gov)); and (5) counsel for Proposed Purchaser, Jones Murray & Beatty, LLP, attention: Erin Jones: (email: [erin@jmblp.com](mailto:erin@jmblp.com)).
3. Any person objecting to the Sale Motion that has not filed an objection by the Objection Deadline shall not be heard at the Prevailing Bidder Sale Hearing and shall be barred from objecting to the Sale Motion.

Modifications

1. The Debtors, in their sole discretion, may adopt, implement, and/or waive such other, additional or existing procedures or requirements that serves to further an orderly Auction and bid process, including, but not limited to, the imposition of a requirement that all Qualified Bidders submit sealed Qualified Bids during the Auction, all without further notice except to those parties that would be entitled to attend at an Auction or participated in the Auction, as appropriate; provided that any and all such procedures are consistent with the Bidding Procedures.
2. Consistent with these Bidding Procedures, the Debtors, in their sole discretion, may (a) determine which Qualified Bid, if any, is the Prevailing Bid, and (b) reject at any time before entry of the Prevailing Bidder Sale Order approving the Prevailing Bid, any Bid that, in the discretion of the Debtors is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code or the Bidding Procedures, or (iii) contrary to the best interests of the Debtors' estates and their creditors. At or before the conclusion of the Auction, the Debtors in their sole discretion, may impose such other terms and conditions upon Qualified Bidders as the Debtors determine to be in the best interests of the Debtors' estates in this case.